



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION**

**Tuesday, April 20, 2009  
Council Room — 2<sup>nd</sup> Floor, City Hall  
4:30 p.m.**

#### **Board of Mayor and Aldermen**

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh  
Vice Mayor Benjamin K. Mallicote  
Alderman Charles K. Marsh, Jr.

Alderman Larry Munsey  
Alderman Patrick W. Shull  
Alderman Jantry Shupe

#### **Leadership Team**

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney  
Jim Demming, City Recorder/CFO  
Craig Dye, Fire Chief  
Jeff Fleming, Asst. City Manager, Development Services

Chris McCartt, Assistant to the City Manager  
Ryan McReynolds, Public Works Director  
Gale Osborne, Police Chief  
Tim Whaley, Community and Gov't Relations Director

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Review of Items on April 21, 2009 Regular Business Agenda
5. Presentation by BOE for FY'10 School Budget – Dr. Kitzmiller
6. Presentation on Clinchfield/East Center Intersection – Ryan McReynolds / Michael Thompson
7. Update on Request of TBI Report – Mike Billingsley
8. Adjourn

**Citizens wishing to comment on agenda items, please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.**



## **Work Session Tickler**

*April 20, 2009*

### **Special Projects**

#### ***Higher Education Center***

***Jeff Fleming***

***Updated April 16, 2009***

Interior wall stud framing and electrical and plumbing rough-in is ongoing. Sheetrock installation and finishing is underway. The exterior brick masonry is also underway. The HVAC units have been installed on the roof, and ductwork installation is progressing.

#### ***Netherland Inn Road Boat Ramp***

***Chris McCartt***

***Updated April 2, 2009***

City staff is currently in the process of obtaining the required 26A permit from the TVA to construct a boat ramp to provide public access to the South Fork of the Holston River. The process to obtain this permit is a lengthy process however engineering staff is preparing the necessary engineering/construction drawings for the project so that it will be ready for construction once the permit is received. Staff will continue to provide updates on this project as it unfolds.

### **City Departments**

#### **Public Safety**

##### ***Police Department***

##### ***PDA/Visionair Project***

***Gale Osborne***

***Updated April 16, 2009***

PDA's and RedFly Mobile Companions on site. Server expenditure before BMA this work session. If approved can be ordered on 4/22. Approximate 6 week turnaround on server delivery. Continuing weekly conference calls with VisionAir project manager. Monthly full team meetings; meet with subteams weekly. All time lines are predicated on server delivery. As soon as they are on site, remote and site downloads and installs can begin.

##### ***Fire Department***

##### ***Fire Station Seven***

***Craig Dye***

***Updated April 14, 2009***

On Friday, March 27 we had a pre-construction meeting with all involved parties. The Architect, Fire Department, Engineers, Contractors, and Sub-contractors were in attendance. Everyone was informed of the timeline and contact information was shared. The site looks great and this will be a major enhancement for the surrounding community. The creek that flows through this property will be enhanced. The Detention pond/Bio-retention area located near the front of the lot will also increase the looks for the landscape design for the area. The project is on schedule as of now and with good weather it should remain so.

Anyone wishing to visit the project site please schedule a time with the Fire Department.

**Public Works**

***Inflow & Infiltration  
Abatement Program***

***Ryan McReynolds***

***Updated April 15, 2009***

To date the City of Kingsport has rehabilitated approximately 32.3 miles of sanitary sewer line at a cost of \$22.1 Million. The City is presently working on two construction projects in West Kingsport and Jackson Heights valued at \$1.6 Million. These projects were approved during the BMA's March 24th agenda for consideration. After the completion of those projects, the City will be required to finish an additional two projects along Lynn Garden Drive and West View for a total future cost of \$2.3 Million. This work is proposed in the FY 10 CIP.

***Energy Efficiency Measures***

***Ryan McReynolds***

***Updated April 15, 2009***

Staff met with ESG representative on Friday, April 17th to discuss the results of phase I and the scope of a potential phase II.

***Shelby Street Update***

***Ronnie Hammonds***

***Updated April 15, 2009***

Storm Line replacement has been finished. The first phase of the Bradford Pear removals has been completed. Stump removal should take place the week of April 20<sup>th</sup>. Sidewalk repair work has started and will be continuing. Yoshino Cherry trees planting will occur shortly. Road repairs will be the last portion of the project.

**Engineering**

***Gibson Mill Road Realignment:***

***Hank Clabaugh,***

***Updated April 16, 2009***

All overhead utility relocations have been completed. Thomas has now resumed with completion of the final road grading and utility construction on Cassel Drive. Once the final grading is complete, the curb, gutter, and sidewalks will be constructed. The majority of the road is constructed to subgrade. The contractor is currently testing the compaction of the subgrade.

The water line has been completed and the new connections have been made. Approximately 98% of the storm sewer utilities have been installed.

Construction of the numerous components for the new bridge continue. Both abutments and both footers for the piers are complete. The construction of the piers resting on the footers remains. Steel for the bridge deck will begin being installed in 3-4 weeks. This work is for Contract 1.

Thomas is starting to focus on the Ravine Drive area. This road will eventually be closed with a cul-de-sac.

Thomas Construction Co. is the contractor for both contracts (Contract 1 – Wellmont; Contract 2 – City).

The notice to proceed date for both contracts was November 3, 2008 and the original final completion for both projects is September 4, 2009.

**Gibson Mill Road Realignment, continued**

***Netherland Inn Bridge***

***Gary Dault***

***Updated April 16, 2009***

The bridge crew has returned to finish up the concrete deck work. It is anticipated that the bridge will be complete within a month, at which time the new road work will commence.

**Water/Sewer**

***Automated Meter Reading***

***Chad Austin***

***Updated April 16, 2009***

Approximately 16,700 meters have been changed out thus far. Sixty-one routes (of 128) are substantially complete. Approximately 931 leak detectors have been installed. A start date of 7/1/09 has been set to begin using the AMR system. We plan to read half of our system at that time via the AMR. The repair of leaks located by the detection system is saving approximately 25,000 gallons of water per day.

***Rock Springs Area  
Waterline Upgrades***

***Chad Austin***

***Updated April 16, 2009***

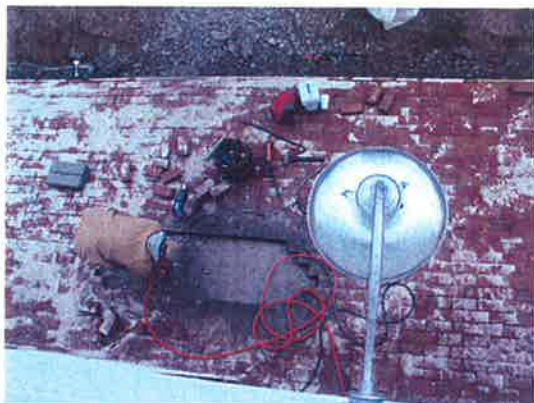
Work is well underway on the upgrades to the waterline along Rock Springs Road. The project is on schedule to have the waterline in service by May 31.

**Transportation (MPO / Grants)**

***Netherland Inn Bank Barn Museum Bill Albright***

***Updated March 30, 2009***

Construction of the Bank Barn's interior is complete. However, a substantial amount of grading and landscaping remains (wet weather has held this up). Within the last couple of weeks several additional items were also requested and suggested by the Project Architect, the Netherland Inn Committee, and City Staff (these were not a part of the original contract, but are "add-ons"). These included the installation of brick pavers on the back and front (concrete) porches/patios as well as an additional brick walkway from the backside of the Netherland Inn to the back of the Bank Barn. Also, hand-rails are being added along the stairway from the first to the second floor. It is anticipated these items will be completed within the next 2 or 3 weeks and activity will turn towards finalizing a lease agreement between the City and the Netherland Inn Association and development of the museum.



**Transportation (Traffic)**

***Traffic Calming Measures***

***Michael Thompson***

***Updated April 16, 2009***

Bellingham Drive – Installation will be this spring by City personnel.

Essex & Suffolk Traffic Calming -Several requests for consideration from PFNA have been made including a change in the voting process, expansion of the "affected area" and consideration of an exception to the minimum requirements for traffic calming so that one other street (Sussex) could be included in the traffic calming plan of Preston Forest. Staff is reviewing these requests.

***Netherland Terrace  
Street Lighting***

***Michael Thompson***

***Updated April 16, 2009***

AEP has submitted the permit required by CSX for approval and awaiting a response and cost from CSX.

***Indian Trail / Stone Drive  
Signal & Median***

***Michael Thompson***

***Updated April 16, 2009***

The contract was awarded to Summers-Taylor, Inc. and work began April 6, 2009. Utility relocations are almost complete. Three thru lanes and one turn lane is required to be kept open through the project. Completion is scheduled on or before June 30, 2009.

***Joseph O. Fuller Memorial  
Bridge Lighting***

***Michael Thompson***

***Updated April 16, 2009***

Staff is evaluating multiple lighting options that have reasonable life cycle costs and provide aesthetic value. Staff has determined the required repairs to the electrical services to the bridge lighting and is estimating the associated cost.

**Development Services**

***Cook's Point***

***Rack Cross***

***Updated April 16, 2009***

Cook's Point resident Carolyn Reedy called Development Services and requested a copy of the approved Cook's Point Planned Development plan. A copy of the plan was provided to Ms. Reedy. The Cook's Point site was visited for the purpose of general observation of compliance and progress. Photographs were taken of the construction area. Cook's Point Developer Erick Fritz had an extension granted on the Notice of Violation issued from Dan Wankel, City Environmental Engineer, allowing Mr. Fritz until May 13, 2009 to sow disturbed areas at or near finished grade due mechanical issues with Mr. Fritz' newly purchased hydro-seeder. Follow-up inspections will occur.

**Leisure Services**

***Bays Mountain Park Planetarium Adam Thanz***

***Updated April 1, 2009***

Between March 7th and March 31st 2009, sixty three hundred patrons attended the Bays Mountain Park Planetarium program. Total attendance for the park was nearly 16,000 people--impressive when compared against March 2008 visitation of 4000.

**Leisure Services, Bays Mtn. Park, continued**

The 'iffy' weather normally experienced in March is often a deterrent. On those weekends this past month when weather was inclement Planetarium participation remained high—a grand success.

***Parks & Recreation  
Greenbelt***

***Kitty Frazier***

***Updated April 15, 2009***

A preconstruction meeting required by TDOT is scheduled for April 29. The construction contractor, the Certified Engineer Inspector, TDOT and the project engineer are all confirmed to attend this meeting. Ducco Construction is under contract to begin construction after this meeting.

***Kingsport Public Library***

***Helen Whittaker***

***Updated April 14, 2009***

The following firms have been selected for interviews, which will take place April 20 and 21:

- Everton Oglesby Architects with Allen N. Dryden Architects
- McCarty Holsaple McCarty with Beeson Lusk and Street
- Holzman Moss Architecture with Studio Four Design
- PSA Dewberry/BCA with Cain, Rash, West Architects

We had 26 entries of drawings/poems/essays for National Library Week, April 13-18.

Circulation and attendance remains high – circulation of 20,294 for March 2009 as compared to 18,339 for March 2008 and building attendance of 18,752 for March 2009 as compared to 16,253 for March 2008. Internet use doubled from last year – 4,326 for March in 2009 as compared to 2,096 for March in 2008.



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **REGULAR BUSINESS MEETING**

**Tuesday, April 21, 2009  
Large Court Room – 2<sup>nd</sup> Floor, City Hall  
7:00 p.m.**

#### **Board of Mayor and Aldermen**

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh  
Vice Mayor Benjamin K. Mallicote  
Alderman Charles K. Marsh, Jr.

Alderman Larry A. Munsey  
Alderman Patrick W. Shull  
Alderman Jantry Shupe

#### **City Administration**

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder

#### **I. CALL TO ORDER**

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **II.B. INVOCATION –Jack Weikel, Associate Minister – First Broad St United Methodist**

#### **III. ROLL CALL**

#### **IV. RECOGNITIONS AND PRESENTATIONS**

1. Keep Kingsport Beautiful Schools Environmental Poster Contest- Mayor Phillips

#### **V. APPROVAL OF MINUTES**

1. April 6, 2009 Regular Work Session
2. April 7, 2009 Regular Business Meeting

## **VI. COMMUNITY INTEREST ITEMS**

### **AA. PUBLIC HEARINGS**

1. Public Hearing for Annexation Plan of Services Report (AF:92 -2009)
  - Public Hearing

### **COMMENT**

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

### **B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Consideration of an Ordinance to Amend General Project fund Budget (AF: 108 -2009)
  - Ordinance – First Reading
2. Consideration of an Ordinance to Amend the Eastman Annexation Tax Fund Budget (AF: 112 -2009)
  - Ordinance – First Reading

### **C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of an Ordinance Amending the FY 09 Community Development Budget (AF: 90 -2009)
  - Ordinance – Second Reading and Final Adoption

### **D. OTHER BUSINESS**

1. Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 1316 Summer Street for the Kingsport City School System (AF:101 -2009)
  - Resolution
2. Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 2210 Overlook Road for the Kingsport City School System (AF:102 -2009)
  - Resolution
3. Consideration of a Resolution Awarding a Contract for the Construction of the V.O. Dobbins Community Center Additions to J.A. Street & Associates and Authorizing the Mayor to Sign all Documents Necessary to Execute the Contract (AF:109 -2009)
  - Resolution



4. Consideration of a Resolution Awarding the Bid for Parking Lot Improvements – Dobyys Bennett high School to Lyons Construction Company, Inc. and Authorize the Mayor to Sign all Applicable Documents(AF:111 -2009)
  - Resolution
5. Consideration of a Resolution to Authorize the Mayor to Execute Documents to Apply for and Receive a Clean Water Revolving Loan from the State of Tennessee for Funds Related to the American Recovery and Reinvestment Act. (AF:115 -2009)
  - Resolution
6. Consideration of a Resolution Authorizing the Mayor to Execute Acceptance of Quotation and all Other Documents Necessary from Infranet Corp for the Public Safety Technology Upgrade (AF:113 -2009)
  - Resolution
7. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive a Grant for \$165,000.00 from the Department of Justice, 2009 Local Justice Assistance Grant Program (JAG) (AF:117 -2009)
  - Resolution
8. Consideration of a Resolution to Authorize the Mayor to Execute all Documents Necessary to Accept a United States Department of Agriculture – Farmers Market Promotion Program Grant (AF:105-2009)
  - Resolution
9. Consideration of a Resolution Awarding the Bid for the Purchase of 5 Each 9 Passenger High Top Raised Roof Vans to Mid-South Bus Center, Inc. (AF:116-2009)
  - Resolution
10. Consideration of a Resolution Authorizing the Mayor to Execute a Contract with CareSpark and an Amendment to the Contract with United Healthcare (AF:104-2009)
  - Resolution
11. Consideration of a Resolution for an Amendment to the Fee Resolution (AF:114-2009)
  - Resolution

#### **E. APPOINTMENTS**

1. Consideration of Appointment to the Electrical Board of Examiners (AF:103 - 2009)
  - Approve -Appointment of Doug Gilliam

## **VII. CONSENT AGENDA**

**All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion in the form listed. If discussion is desired by either the Board or the audience, the item in question will be removed from the Consent Agenda and considered separately.**

1. Consideration of a Budget Ordinance Amending the FY 08/09 Emergency Shelter Grant Budget with the Greater Kingsport Alliance for Development (GKAD) (AF:91 -2009)
  - Ordinance – Second Reading and Final Adoption
2. Consideration of a Budget Ordinance Establishing a Project Relating to the American Recovery and Reinvestment Act (ARRA) of 2009 Transportation Improvement Projects (AF:99 -2009)
  - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance to Amend the Schools General Project Fund Budget (AF:94 -2009)
  - Ordinance – Second Reading and Final Adoption
4. Consideration of Approval of Offers for Right-of-Ways and Easements for the Industrial Park South Roadway Project (AF:107 -2009)
  - Approval of Offers for Right-of-Ways and Easements

## **VIII. COMMUNICATIONS**

- A. CITY MANAGER
- B. MAYOR AND BOARD MEMBERS
- C. VISITORS

**Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non- personal in nature, and they should be limited to five minutes.**

## **IX. ADJOURN**

**WORK SESSION  
MINUTES  
WILL BE  
E-MAILED  
AND  
PLACED  
AT THE  
BMA TABLE  
ON  
MONDAY  
APRIL 20, 2009**

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, April 7, 2009, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Vice-Mayor Benjamin K. Mallicote  
Alderman Larry A. Munsey

Alderman Patrick W. Shull  
Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James H. Demming, City Recorder

**I. CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.

Mayor Phillips recognized Dobyns-Bennett High School (DBHS) "Youth in Local Government" students sitting in as counterparts for BMA members and City staff and asked them to introduce themselves. The student counterparts' names were: Mayor Dennis Phillips – *Jiten Solanki*; Vice-Mayor Ben Mallicote – *Alex Fontaine*; Alderman Larry Munsey – *Grace Macdonald*; Alderman Patrick Shull – *Molly Payne*; Alderman Jantry Shupe – *Wilson Raines*; City Manager John Campbell – *Alicia Kerr*; City Attorney Mike Billingsley – *Stephen Edwards*; and City Recorder Jim Demming – *Josh Colley*.

**II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by Student Mayor Jiten Solanki.

**II.B. INVOCATION:** by Pastor Richard Dice of The King's Highway Temple.

**III. ROLL CALL:** By Student City Recorder Josh Colley. Absent: Alderman Valerie Joh and Alderman Charles K. Marsh, Jr.

**IV. RECOGNITIONS AND PRESENTATIONS.** Mayor Phillips recognized Sullivan County Commissioners, Wayne McConnell and Sam Jones, and Sullivan County Board of Education member, Dan Wells, and thanked them for their attendance.

**V. APPROVAL OF MINUTES.**

Motion/Second: Munsey/Shull, to approve minutes for the following meetings:

- A. March 24, 2009 Regular Work Sessions
- B. March 24, 2009 Regular Business Meeting

Approved: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

**VI. COMMUNITY INTEREST ITEMS.**

**AA. PUBLIC HEARINGS.**

**1. Public Hearing and Consideration of the 2009 Annual Action Plan for Community Development and Consideration of Resolutions Authorizing the Mayor to Execute all Documents Necessary to Apply for and Receive Fiscal Year 09/10 CDBG and Emergency Shelter Grant (ESG) Funds (AF: 89-2009).**

Motion/Second: Shupe/Munsey, to pass:

**Resolution No. 2009-201, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE EMERGENCY SHELTER GRANT FUNDING, FOR FISCAL YEAR 2009, FROM THE TENNESSEE HOUSING DEVELOPMENT AGENCY**

Passed: All present voting "aye."

Motion/Second: Mallicote/Munsey, to pass:

**Resolution No. 2009-202, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING, FOR FISCAL YEAR 2010, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Passed: All present voting "aye."

**PUBLIC COMMENT ON ITEM VI.AA.1. None.**

**2. Public Hearing and Consideration of a Resolution Amending the FY08 Community Development Consolidated Action Plan and Consideration of an Ordinance Amending the FY09 Community Development Budget (AF: 90-2009).**

Motion/Second: Munsey/Mallicote, to pass:

**Resolution No. 2009-203, A RESOLUTION AMENDING THE 2008 ANNUAL ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT**

Passed: All present voting "aye."

Motion/Second: Shupe/Munsey, to pass:

**AN ORDINANCE TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FUND BY ESTABLISHING THE KINGSFORT ALLIANCE FOR HOUSING REVITALIZATION (KAHR) PROJECT THAT IS FUNDED THROUGH THE 2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on first reading: All present voting "aye."

**PUBLIC COMMENT ON ITEM VI.AA.2. None.**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

**A. PUBLIC COMMENT.** Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items.

**Mr. Doug Clark**, 413 Virgil Street, Kingsport, identified himself as the president of the Lynn Garden Optimist Club and spoke in favor of Agenda Item VI.D.6 regarding the City's acquisition of the former Lynn View High School property. He shared that Club members were concerned about the condition and maintenance of the property where the Optimist Club has various athletic programs involving several hundred children. Mr. Clark indicated he was speaking on behalf of himself only because the Club board had not had an opportunity to meet to discuss the City's proposed acquisition.

**Mr. Wayne McConnell** of 2338 McConnell Road in Kingsport, who is a Sullivan County commissioner and Optimist Club board member, assured the BMA he believes the entire Club board would be supportive and in favor of passage of Agenda Item VI.D.6.

**Rev. Richard K. Dice** of 1201 E. Sevier Avenue in Kingsport stated that, as pastor of a church in the Lynn Garden area, he is excited about the City's acquisition of the Lynn View High School property and believes it will show tremendous leadership and be a great improvement to the facility and the area.

Alderman Shupe also commented, from his experience operating a business in the Lynn Garden area, on the volunteer and community spirit of that area.

There being no one further coming forward to speak, the Mayor closed the public comment segment.

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. Consideration of a Resolution Amending the FY08/09 ESG Subrecipient Agreement with the Greater Kingsport Alliance for Development (GKAD) and Consideration of a Budget Ordinance Amending the FY08/09 Emergency Shelton Grant Budget (AF: 91-2009).**

Motion/Second: Shupe/Munsey, to pass:

**Resolution 2009-204, A RESOLUTION AMENDING THE FY 08/09 ESG SUB-RECIPIENT AGREEMENT WITH GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT**

Passed: All present voting "aye."

Motion/Second: Munsey/Shupe, to pass:

**AN ORDINANCE TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FUND BY APPROPRIATING FUNDS FROM THE TENNESSEE HOUSING DEVELOPMENT AGENCY TO THE EMERGENCY SHELTER GRANT PROJECT (CD0917); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on first reading: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

**2. Consideration of a Resolution Amending Resolution Numbers 2009-197, 2009-198, 2009-199 and Consideration of a Budget Ordinance Establishing a Project Relating to the American Recovery and Reinvestment Act (ARRA) of 2009 Transportation Improvements Projects (AF: 99-2009).**

Motion/Second: Munsey/Shull, to pass:

**Resolution 2009-205, A RESOLUTION AMENDING RESOLUTION NUMBERS 2009-197, 2009-198, AND 2009-199**

Passed: All present voting "aye."

Motion/Second: Shupe/Shull, to pass:

**AN ORDINANCE TO AMEND THE METROPOLITAN PLANNING ORGANIZATION PROJECT FUND BUDGET BY ESTABLISHING A BUDGET FOR TRANSPORTATION PROJECTS THAT ARE FUNDED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on first reading: All present voting "aye."

**3. Consideration of an Ordinance to Amend the Kingsport City Schools' General Project Fund Budget (AF: 94-2009).** Public Works Director Ryan McReynolds provided details of the Dobyys-Bennett High School Parking Lot Project which would reconfigure the existing, main high school parking lot, resulting in additional safety features and decreasing the number of parking spaces by 70 spaces. In response to several inquiries from student Board members, Mr. McReynolds explained that City staff had been asked by Kingsport City School's Board of Education (BOE) to develop the parking lot's design and their questions could be addressed by the BOE.

Motion/Second: Munsey/Shupe, to pass:

**AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on first reading: All present voting "aye."

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Consideration of an Ordinance to Amend Zoning of Three (3) Parcels Located on Ft. Henry Drive from PD Zoning to B-4P Zoning (AF: 55-2009).** Vice-Mayor Mallicote reminded Board members that, because residents affected by this rezoning action had expressed concern at the first reading of this ordinance, he had proposed postponing second reading until Planning Commission review of a final site plan for this development.

Motion/Second: Mallicote/Shull, to defer second reading of this ordinance until the Riverbend Centre site plan had been submitted for Planning Commission approval. The motion passed in a roll call vote: Mallicote, Shull and Shupe voting "aye" and Munsey and Phillips voting "nay."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

After considerable Board discussion, including input from developer Gary Alexander, regarding assurance of the proposed development going forward, consideration of impact on affected nearby property owners, consequences of delaying this action and confirmation of Planning Commission site plan approval prior to commencement of any commercial construction, Alderman Shupe moved to reconsider, seconded by Alderman Munsey, to reconsider the original, second reading of this action's ordinance.

After hearing Mr. Alexander's explanation that delaying this rezoning will negatively impact the ability to attract tenants to the commercial spaces planned for construction on the site and that the final site plan cannot be submitted to the Planning Commission until commitments are obtained from future tenants to determine each occupants' space and location requirements, Vice-Mayor Mallicote indicated he is not in favor of delaying the Riverbend Centre development but encouraged Mr. Alexander to allay and address residents' concerns.

Motion/Second: Shupe/Munsey, to pass:

**ORDINANCE NO. 5821**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG FT. HENRY DRIVE KNOWN AS THE RIVERBEND CENTRE REZONING TO B-4P, PLANNED BUSINESS DISTRICT, IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

**2. Consideration of an Ordinance to Amend the Zoning Code, Text and Map to Zone Property Along Lynn Garden Drive to B-3, General Business District (AF: 56-2009).**

Motion/Second: Shupe/Mallicote, to pass:

**ORDINANCE NO. 5822**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG LYNN GARDEN DRIVE AND TRANBARGER DRIVE TO B-3, GENERAL BUSINESS DISTRICT, IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

**3. Consideration of Ordinances to Annex/Amend Zoning of the South Edinburgh Annexation (AF: 67-2009).**

Motion/Second: Munsey/Shupe, to pass:

**ORDINANCE NO. 5823**, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 14TH CIVIL DISTRICT



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE SOUTH EDINBURGH ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

Motion/Second: Shupe/Mallicote, to pass:

**ORDINANCE NO. 5824**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD TO R-1B, RESIDENTIAL DISTRICT, AND PD, PLANNED DEVELOPMENT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

**D. OTHER BUSINESS.**

**1. Consideration of a Resolution Authorizing a Change Order to the Contract with C&T Construction Company for the Demolition of Portions of the Existing V.O. Dobbins Community Center and Authorizing the Mayor to Execute all Documents Necessary for the Change Order (AF: 96-2009).**

Motion/Second: Munsey/Mallicote, to pass:

**Resolution No. 2009-206**, A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH C&T CONSTRUCTION COMPANY, INC. FOR THE DEMOLITION OF PORTIONS OF THE EXISTING V.O. DOBBINS COMMUNITY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

**2. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Camp Dresser and McKee for the Development of an Operations and Maintenance Manual and to Provide Training and Start Up Assistance During Operational Phase of Wastewater Plant Improvements (AF: 98-2009).**

Motion/Second: Shupe/Munsey, to pass:

**Resolution No. 2009-207**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT, WITH CAMP DRESSER AND MCKEE FOR THE DEVELOPMENT OF AN OPERATIONS AND MAINTENANCE MANUAL AND TO PROVIDE TRAINING AND START UP ASSISTANCE DURING THE OPERATIONAL PHASE OF THE CITY WASTEWATER TREATMENT PLANT IMPROVEMENTS

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

**3. Consideration of a Resolution Authorizing the Mayor to Execute a Lease Agreement with the Kingsport Farmers Market for Use of a Portion of Property on the Quebecor/Kingsport Press Property in Downtown Kingsport (AF: 95-2009).**

Motion/Second: Munsey/Mallicote, to pass:

**Resolution No. 2009-208, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF KINGSPORT AND THE TRICITIES FARMERS' ASSOCIATION FOR RETAIL MARKETING FOR CONDUCTION OF A FARMER'S MARKET ON THE OLD KINGSPORT PRESS BUILDING CENTER STREET PARKING/PAVED LOT PROPERTY**

Passed: All present voting "aye."

**4. Consideration of a Resolution Approving the Utilization of Shared Project Saving for Additional Wastewater Plant Improvements (AF: 97-2009).**

Motion/Second: Shupe/Shull, to pass:

**Resolution No. 2009-209, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE CHANGE ORDER #3 TO THE CONTRACT WITH CAMP DRESSER AND MCKEE FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT**

Passed: All present voting "aye."

**5. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply for and Receive a Grant from the Department of Justice, Office of Community Policing Services, COPS Hiring Recovery Program (CHRP) (AF: 93-2009).**

Motion/Second: Shupe/Munsey, to pass:

**Resolution No. 2009-210, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY POLICING SERVICES, COPS HIRING RECOVERY PROGRAM GRANT FUNDS**

Passed: All present voting "aye."

**6. Consideration of a Resolution Expressing the Intent of the Board Regarding the Possible Acquisition of the Former Lynn View High School Property Located in Sullivan County, Tennessee and Authorizing the Mayor to Execute a Letter Regarding the Same (AF: 100-2009).**

Motion/Second: Shupe/Munsey, to pass:

**Resolution No. 2009-211, A RESOLUTION EXPRESSING THE INTENT OF THE BOARD REGARDING THE POSSIBLE ACQUISITION OF THE FORMER LYNN VIEW HIGH SCHOOL PROPERTY LOCATED IN SULLIVAN COUNTY, TENNESSEE AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER REGARDING THE SAME**

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

**E. APPOINTMENTS.** None.

**VII. CONSENT AGENDA.**

**Consent Agenda items are considered under one motion.**

Motion/Second: Mallicote/Shull, to adopt:

**1. Consideration of an Ordinance Appropriating Funds Received from the Tennessee Arts Commission Special Opportunity Grant to the Cultural Arts Budget (AF: 70-2009).**

Adopt:

**Ordinance No. 5825, AN ORDINANCE TO AMEND THE CULTURE ARTS BUDGET IN THE GENERAL FUND BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION SPECIAL OPPORTUNITY GRANT FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on second reading in a roll call vote: Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

**2. Consideration of an Ordinance Amending the General Project Fund by Appropriating Funds Received from Kingsport Veterinary Hospital for Property on Roller Street (AF: 77-2009).**

Adopt:

**Ordinance No. 5826, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY APPROPRIATING FUNDS RECEIVED FROM KINGSPOET VETERINARY HOSPITAL FOR A PORTION OF THE PROPERTY ON ROLLER STREET; AND TO ESTABLISH THE QUEBECOR REDEVELOPMENT PROJECT (GP0925) FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on second reading in a roll call vote: Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

**3. Consideration of an Ordinance Amending Section 14-4 of the Kingsport Code of Ordinances (AF: 86-2009).**

Adopt:

**Ordinance No. 5827, AN ORDINANCE AMEND THE CODE OF ORDINANCES, CITY OF KINGSPOET, TENNESSEE, SECTION 14-4 RELATING TO TRAPPING, SHOOTING, HUNTING, MOLESTING BIRDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on second reading in a roll call vote: Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

**4. Consideration of an Ordinance to Transfer Funds from the  
Regional Center for Health Professionals Project to the Quebecor Redevelopment  
Project and to the General Fund Undesignated Fund Balance (AF: 81-2009).**

Adopt:

**Ordinance No. 5828, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND  
BUDGET BY TRANSFERRING FUNDS FROM THE REGIONAL CENTER FOR  
HEALTH PROFESSIONALS PROJECT TO THE QUEBECOR REDEVELOPMENT  
PROJECT AND TO THE GENERAL FUND UNDESIGNATED FUND BALANCE; AND  
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on second reading in a roll call vote: Mallicote, Munsey, Shull, Shupe and  
Phillips voting "aye."

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** City Manager Campbell thanked Mr. Tony Galloway, DBHS government teacher, whose students were participating in tonight's meeting, along with the City staff member, Morris Baker, who worked with Mr. Galloway to organize the Board members' shadowing at this meeting and a City-wide event tomorrow where these and many more government students will shadow various members of City staff.

**B. MAYOR AND BOARD MEMBERS.** Alderman Shupe joined in with thanks to Mr. Galloway who he had as a teacher when he attended DBHS. He wished everyone a Happy Easter.

Shull commended Mr. Galloway on his many years of contributions at DBHS and praised the students for being positive role models to his middle school-aged children.

Vice-Mayor Mallicote was impressed with the quality of questions posed by the students on various agenda items and expressed his appreciation of them and the quality of education provided by Kingsport City School system.

Mayor Phillips announced that the Lynn Garden Optimist Club will be holding their annual Pancake Breakfast at the Lynn Garden Restaurant on Friday, April 24, 2009 from 6:00 a.m. to 9:00 a.m.

**C. VISITORS.** *County Commissioner Wayne McConnell* came back to the podium to commend the Kingsport Police Department and Police Chief Osborne on a recent situation where police response and action were immediate.

*County Commissioner Sam Jones* thanked the BMA for action taken on the Lynn Garden High School site and shared that, on May 2, 2009, there will be a Vietnam Veterans Welcome Home parade. He stated that the Salvation Army now has contract with Veterans Administration and is currently housing 17 Vietnam veterans and he was

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2009**

glad to see grant funding going toward the Salvation Army cause. He commended the Board and Chris McCartt for the relocation of the Farmers Market.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:50 p.m.

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ELIZABETH A. GILBERT  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor



## AGENDA ACTION FORM

### Public Hearing for Annexation Plan of Services Report

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-92-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: K. Weems  
 Presentation By: K. Weems

### Recommendation:

Conduct a Public Hearing and receive comment concerning the Initial Plan of Services Report for the following annexation:

- "108" Annexation – Ordinance 5743 – Initial Update

### Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Initial Plan of Service Reports. The Notice of Public Hearing was published 6 April 2009.

### Attachments:

1. Initial Plan of Services Report
2. Notice of Public Hearing
3. Plan of Services
4. Map

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

Funding source appropriate and funds are available: \_\_\_\_\_

**INITIAL PLAN OF SERVICE REPORT  
FOR ORDINANCE NUMBER: 5743**

<b><u>Annexation Area</u></b>	<b><u>Effective Date</u></b>	<b><u>POS Deadline</u></b>	<b><u>Est. Completion</u></b>
"108" Annexation Ordinance No. 5743	10/16/08	fire hydrant installation Deadline: 10/16/2013	Dec 09

## **NOTICE OF PUBLIC HEARING**

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the PLAN OF SERVICE PROGRESS REPORT, on the following annexation area during its April 21, 2009 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: "108" Annexation Area, Ord. No. 5743

Effective Date: 10/16/2008

POS, deadline: Fire hydrant installation: 10/16/2013

City of Kingsport  
Liz Gilbert, City Clerk  
P1T: 4/6/09



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE 108  
ANNEXATION AREA OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held on August 19, 2008; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on August 4, 2008; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 7th Civil District of Sullivan County, Tennessee, commonly known as the 108 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the western corner of parcel 7, as shown on Sullivan County Tax Map 78A in common with the southern corner of parcel 6, Warrior Falls Subdivision, Phase 1; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 7; thence in a southeasterly direction, approximately 110 feet to a point, said point being the eastern corner of parcel 7; thence in a southwesterly direction, approximately 172 feet to a point, said point being the southern corner of parcel 7; thence in a northwesterly direction, approximately 110 feet to the point of BEGINNING, and being all of parcel 7, Tax Map 78A, as shown on the April 2008 Sullivan County tax maps.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

SECTION I. That a Plan of Services for the 108 Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**108 Annexation  
Plan of Services**

1. **Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.
- C. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- D. The Kingsport Police Department is currently accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- E. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- F. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- G. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

2. **Fire Protection**

- A. On the effective date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a city government.
- B. The City of Kingsport Fire Department is currently an Internationally Accredited Agency, one of only two in the State of Tennessee. It operates 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. It is staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating generally saving its residents the most possible on their homeowner insurance rates. The response time average is approximately 4 minutes 15 seconds after the call is received from the dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. **Water**

- A. Water will be billed at in city rates rather than out of city rates, which will currently result in a reduction of approximately 50% in water rates for annexed citizens already receiving city water. Fire hydrant installation will occur within five years of the effective date of annexation.
- B. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant with an average daily demand of 15 MGD leaving a surplus of approximately 13 MGD for increased demand. Additionally the Water Department operates 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.

- C. The City of Kingsport Water Department currently meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, and American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. **Electricity**

Electric service in this area is currently under the jurisdiction of AEP and is currently available.

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer is installed and extended to the property boundary of the annexation area.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant is undergoing 20 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 7 days a week, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed by a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, and American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. **Solid Waste Disposal**

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed territory on the same basis as that received by properties located within the existing city limits. Collection will begin within thirty-(30) days following the effective date of annexation. The Sanitation Division supervisor is certified through SWANA as a Certified MSW Management Manager, and Certified Transfer Station Manager. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can

use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. **Public Road/Street Construction & Repair**

Not Applicable

8. **Recreational Facilities**

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed territory may use all existing library facilities.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Leisure Services has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.
- E. The City of Kingsport Greenbelt is a linear park approximately eleven (11) miles long and connects residential neighborhoods, traditional parks, downtown, commercial districts, schools and activity centers. A special feature of this unique park is a pathway for pedestrian and bicycle uses as the pathway meanders through marshlands, glides across meadows, and passes by sites of historical and aesthetic significance. The Greenbelt security is furnished by Kingsport Police Department bike patrols and volunteer citizens. The Greenbelt's operation and development is guided by a citizen advisory committee and the Kingsport Parks and Recreation Department.

9. **Street Lighting**

Not Applicable

10. **Zoning Services**

- A. The area will be zoned R-1B, residential district.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as

provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.

- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals of zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. **Schools**

- A. Upon annexation, children residing in the annexed area will be allowed to attend City of Kingsport schools or remain in county schools.
- B. Tuition paid by non-city residents now attending city schools will cease upon the effective date of annexation and those students may continue to attend city schools as long as they remain residents of the City of Kingsport without charge until graduation.
- C. Children at all grade levels who live in the annexed territory may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.
- D. Kingsport City schools offer several educational programs for pre-kindergarten children ages three and four. In addition there are programs offered for pre-school children who are identified with special educational needs. Two city schools maintain Early Childhood Learning Centers; a before and after school program for infants, ages six months to school age. Several elementary schools offer enrichment programs after school hours and some of these include ballet, dance, photography, guitar, crafts, string instruments, technology, and computer applications, gardening and cooking. Many of the schools offer wellness and physical activities with their after school programs at this level. Additionally each elementary school has offerings in Spanish and specialized reading programs for all grade levels.
- E. Kingsport middle schools John Sevier and Ross N. Robinson offer academic and enrichment programs that are similar and build upon the after school programs that started in elementary schools. In addition, after school extra curricular activities begin at the middle school level. Both Kingsport Middle Schools offer instruction in string orchestra, maintaining the only program of this nature in the region.
- F. The high school level offers an abundance of after school programs and currently include; credit recovery classes, on-line course work, tutoring and homework assistance, writing labs and computer lab accessibility, field trips and recreational and team games. Extra curricular activities currently include athletics, cheerleading, dance teams, band, orchestra and chorus.
- G. Currently the City of Kingsport allocates approximately \$8 million per year to the City school system and all Kingsport city schools have been newly renovated, meeting all mandated codes. There is a nurse in every city school to serve the needs of the

students.

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The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

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12. **Traffic Control**

Not Applicable

13. **Inspection Services**

All inspection services now provided by the city on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed territory on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the city will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

Not Applicable

16. **Leaf Removal**

The city will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other city residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the city's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on city projects for backfill and topsoil applications.

17. **Litter Control**

Not Applicable

18. **Graffiti Control**

Not Applicable

19. **Building and Code Enforcement**

The City of Kingsport has a fully staffed building and code enforcement department for the protection of the citizens of the city. The city currently adheres to the 2006 International

Building Code which covers building, mechanical, plumbing, fire codes and inspections and ensures that all contractors and construction practices meet prescribed performance guidelines. Currently the City is under the 2005 NEC (National Electrical Code) for any electrical work conducted within the corporate limits.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
DENNIS R. PHILLIPS  
Mayor

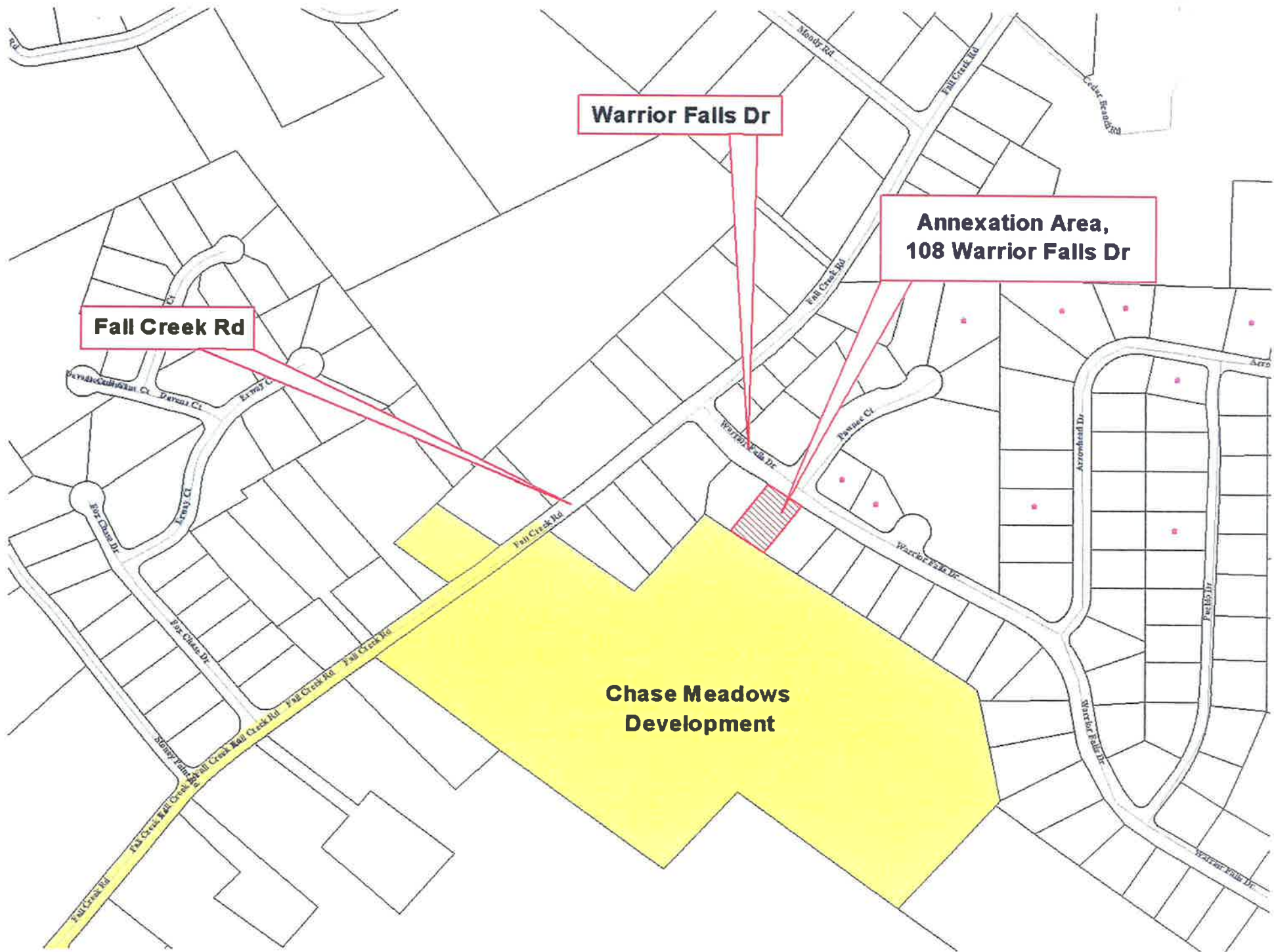
ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney





**Warrior Falls Dr**

**Fall Creek Rd**

**Annexation Area,  
108 Warrior Falls Dr**

**Chase Meadows  
Development**



## AGENDA ACTION FORM

### Consideration of an Ordinance to Amend General Project Fund Budget.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Agenda Form No.: AF-108-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: May 5, 2009  
 Staff Work: David Frye  
 Presentation: David Frye

### Recommendation:

Approve an Ordinance amending the General Project Fund Budget.

### Executive Summary:

On April 16, 2009, the Board of Education approved Budget Amendment Number Six. This amendment transfers estimated revenues and appropriations from the Unallocated FY 2008 Hawkins County Bond Funds project to the Sevier Band Room/Storage Expansion project, in the amount of \$36,250. This will establish project funding in the amount of \$586,250. This is made up of the base bid of \$505,900, contingency (6%) in the amount of \$30,350, and architect fees, reimbursable expenses and other expenses in the amount of \$50,000. The Board of Mayor and Aldermen will be asked to consider the approval of the bid at its' May 5, 2009, meeting.

This amendment also amends the General Project Fund budget by establishing a new project for an Upgrade to the KCS Telephone System. Project funding for the first phase will be established in the amount of \$77,141. These are Eastman Annexation Tax Funds that will be transferred from the Schools Special Project Fund. Additional funding will be provided from the John Adams Elementary School project in the amount of \$15,471 for a total cost of phase 1 of \$92,612.

Please see the attached Kingsport City Schools – Budget Amendment Number Six for more detail.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Six

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

# PRE-FILED CITY RECORDER

## ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECT  
FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF  
THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund budget be amended by re-appropriating \$36,250 from the Unallocated FY 2008 Hawkins County Bond Fund project (GP0812) and appropriating these funds to the Sevier Band Room/Storage Expansion project (GP0906) to establish total project funding of \$586,250. That the General Project Fund budget be further amended by establishing a project for an Upgrade to the Kingsport City Schools Telephone System (GP0927) in the amount of \$77,141. This project will be funded by appropriating prior year reserves in the Eastman Annexation Tax Fund to be transferred to the School Special Project Fund in the amount of \$60,529, these funds and an additional \$16,612 of current year Eastman Annexation funds will in turn be transferred to the General Project Fund in order to provide funding project funding in the amount of \$77,141.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b><u>Revenues:</u></b>	\$	\$	\$
GP0927 KCS Telephone System Upgrade			
311-0000-391-2300 Transfers from School Proj.	0	77,141	77,141
GP0812 Unallocated 2008 Hawkins Co. Bonds			
311-0000-391-2100 Transfers from School Fund	367,980	(36,250)	331,730
GP0906 Sevier Band Room/Storage Expansion			
311-0000-391-2100 Transfers from School Fund	50,000	36,250	86,250
<b>Totals:</b>	<b>417,980</b>	<b>77,141</b>	<b>495,121</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
GP0927 KCS Telephone System Upgrade			
311-0000-601-9004 Equipment	0	77,141	77,141
GP0812 Unallocated 2008 Hawkins Co. Bonds			
311-0000-601-2022 Construction Contracts	367,980	(36,250)	331,730
GP0906 Sevier Band Room/Storage Expansion			
311-0000-601-2022 Construction Contracts	0	536,250	536,250
311-0000-601-9003 Capital Outlay/Improvement	500,000	(500,000)	0
<b>Totals:</b>	<b>867,980</b>	<b>77,141</b>	<b>945,121</b>

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: April 21, 2009

PASSED ON 2ND READING: May 5, 2009

April 16, 2009

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2008-2009  
BUDGET AMENDMENT NUMBER SIX

**ITEM ONE: REPLACEMENT TELEPHONE SYSTEM**

Requests for proposals were received for the replacement/upgrade of the current telephone system that serves all of Kingsport City Schools. This is scheduled for 4 phases. Phase 1 includes the new phone system to be installed at John Adams Elementary School and the main central control unit that will be located at Dobyns-Bennett High School. Phase 2 will upgrade D-B, Roosevelt and Kennedy Schools and Phase 3 will upgrade the remaining schools. Phase 4 will complete the project by upgrading the remaining locations. The low bid amount of the proposal that met our specifications was \$298,915.53. This is the cost to furnish and install all 4 phases. The phases breakdown as follows:

Phase 1	\$88,211.41
Phase 2	63,950.97
Phase 3	107,377.46
Phase 4	39,375.69

Part of the funding for phase 1 is included in the John Adams School project. The cost of new phone system at John Adams \$15,471 and the core system is \$72,741. Funds remaining prior and current year's Eastman Annexation appropriations could be used to fund the central portion. There are prior year's funds remaining in the amount of \$60,529. It is also projected that there will be approximately \$30,000 remaining from the current year appropriation. These funds are remaining from the amount set aside for differentiated pay. It is recommended that the estimated revenue for the Eastman Annexation Tax Fund Balance Appropriation be increased by \$60,529 and that \$16,611 be transferred from the current year project (EAST09) to establish total project funding in the amount of \$77,141, (includes \$4,400 (5% of \$88,212) for other expenses) and that the appropriation for Transfers to the General Project Fund be increased by \$77,141. It is further recommended that a multi-year project be established within the General Project Fund for KCS telephone upgrade in the amount of \$77,141. Total funding for phase 1 will be \$92,612. The John Adams project will fund \$15,471 of this amount.

Funding for phases 2 and 3 are included in the proposed FY 2009-2010 budget. Phase 4 funding would be included in the FY 2010-2011 budget, if funding were not identified prior to that time.

**ITEM TWO: SEVIER BAND ROOM/STORAGE EXPANSION**

Bids were opened on April 14, 2009, for the Sevier band room/storage expansion project. The low bid was received from Trademark Construction for the amount of \$505,900. A contingency should be established in the amount of \$30,350 (6%). Architect fees and reimbursable expenses will be no more than \$50,000. There is current funding in place in the amount of \$550,000. It is recommended that project funding be increased by \$36,250, for a new total of \$586,250, by transferring \$36,250 from the Unallocated FY 2008 Hawkins County Bond Fund account to the Sevier Band Room/Storage expansion project. This will leave a balance of FY 2008 Hawkins County Bond Funds of \$331,730.



# AGENDA ACTION FORM

## Consideration of an Ordinance to Amend the Eastman Annexation Tax Fund Budget.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Agenda Form No.: AF-112-2009

Work Session: April 20, 2009

First Reading: April 21, 2009

Final Adoption: May 5, 2009

Staff Work: David Frye

Presentation: David Frye

### Recommendation:

Approve an Ordinance amending the Eastman Annexation Tax Fund Budget.

### Executive Summary:

On April 16, 2009, the Board of Education approved Budget Amendment Number Six. Item one, the Upgrade to the KCS Phone System is associated with this ordinance. This amendment increases the estimated revenues and appropriations for the Eastman Annexation Tax Fund by the amount of \$60,529. This amendment also decreases prior year reserves and increases the unreserved fund balance by the amount of \$60,529. Please see the attached Kingsport City Schools – Budget Amendment Number six for more detail.

The Board of Mayor and Aldermen will be asked to consider the approval of the bid at its' May 5, 2009, meeting.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Six

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**PRE-FILED**  
**CITY RECORDER**

**ORDINANCE NO. \*\*\*\***

AN ORDINANCE TO AMEND THE EASTMAN ANNEXATION TAX  
FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the Eastman Annexation Tax Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Six to increase the estimated revenue for Fund Balance Appropriations by \$60,529 and to increase the appropriation Transfers to the School Special Projects Fund \$60,529. This will provide partial funding for Kingsport City School's telephone upgrade project.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 133: Eastman Annexation Tax Fund</u></b>			
<b><u>Reserves:</u></b>	\$	\$	\$
133-0000-247-7102      Schools 25%-Unexp 2006	48,635	(48,635)	0
133-0000-247-7103      Schools 25%-Unexp 2007	11,894	(11,894)	0
133-0000-253-0000      Unreserved Fund Balance	91,448	60,529	151,977
<b>Totals:</b>	<b>151,977</b>	<b>0</b>	<b>151,977</b>

<b><u>Revenues:</u></b>	\$	\$	\$
133-0000-392-0100      Fund Balance Appr.	82,200	60,529	142,729
<b>Totals:</b>	<b>82,200</b>	<b>60,529</b>	<b>142,729</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Expenditures:</u></b>	\$	\$	\$
133-4804-481-7037      Transfers to School Project Fund	437,800	60,529	498,329
<b>Totals:</b>	<b>437,800</b>	<b>60,529</b>	<b>498,329</b>

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: April 21, 2009  
PASSED ON 2ND READING: May 5, 2009



April 16, 2009

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2008-2009  
BUDGET AMENDMENT NUMBER SIX

**ITEM ONE: REPLACEMENT TELEPHONE SYSTEM**

Requests for proposals were received for the replacement/upgrade of the current telephone system that serves all of Kingsport City Schools. This is scheduled for 4 phases. Phase 1 includes the new phone system to be installed at John Adams Elementary School and the main central control unit that will be located at Dobyns-Bennett High School. Phase 2 will upgrade D-B, Roosevelt and Kennedy Schools and Phase 3 will upgrade the remaining schools. Phase 4 will complete the project by upgrading the remaining locations. The low bid amount of the proposal that met our specifications was \$298,915.53. This is the cost to furnish and install all 4 phases. The phases breakdown as follows:

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Part of the funding for phase 1 is included in the John Adams School project. The cost of new phone system at John Adams \$15,471 and the core system is \$72,741. Funds remaining prior and current year's Eastman Annexation appropriations could be used to fund the central portion. There are prior year's funds remaining in the amount of \$60,529. It is also projected that there will be approximately \$30,000 remaining from the current year appropriation. These funds are remaining from the amount set aside for differentiated pay. It is recommended that the estimated revenue for the Eastman Annexation Tax Fund Balance Appropriation be increased by \$60,529 and that \$16,611 be transferred from the current year project (EAST09) to establish total project funding in the amount of \$77,141, (includes \$4,400 (5% of \$88,212) for other expenses) and that the appropriation for Transfers to the General Project Fund be increased by \$77,141. It is further recommended that a multi-year project be established within the General Project Fund for KCS telephone upgrade in the amount of \$77,141. Total funding for phase 1 will be \$92,612. The John Adams project will fund \$15,471 of this amount.

Funding for phases 2 and 3 are included in the proposed FY 2009-2010 budget. Phase 4 funding would be included in the FY 2010-2011 budget, if funding were not identified prior to that time.

**ITEM TWO: SEVIER BAND ROOM/STORAGE EXPANSION**

Bids were opened on April 14, 2009, for the Sevier band room/storage expansion project. The low bid was received from Trademark Construction for the amount of \$505,900. A contingency should be established in the amount of \$30,350 (6%). Architect fees and reimbursable expenses will be no more than \$50,000. There is current funding in place in the amount of \$550,000. It is recommended that project funding be increased by \$36,250, for a new total of \$586,250, by transferring \$36,250 from the Unallocated FY 2008 Hawkins County Bond Fund account to the Sevier Band Room/Storage expansion project. This will leave a balance of FY 2008 Hawkins County Bond Funds of \$331,730.





## AGENDA ACTION FORM

### Consideration of an Ordinance Amending the FY 09 Community Development Budget

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Agenda Form No.: AF-90-2009  
 Work Session: April 6, 2009  
 First Reading/ (Public Hearing Held):  
 April 7, 2009

Final Adoption: April 21, 2009  
 Staff Work: Mark Haga  
 Presentation: Mark Haga

### Recommendation:

- Approve Ordinance Amending the FY 2008/09 Community Development Budget

### Executive Summary:

As part of the 2009 American Recovery and Reinvestment Act (ARRA) approved by Congress and signed by the President, Community Development Block Grant Entitlement Cities have been notified that funds will be available to them in addition to their annual allocations for FY 2008/09 (the current fiscal year). The Department of Housing and Urban Development (HUD) is advising entitlement cities that the process will involve approving amendments to their 2008 Annual Action Plans. HUD has also released expected allocation amounts. The estimated amount published for the City of Kingsport is \$109,233.

While HUD's Entitlement Cities office is still developing policies and regulations for these funds, HUD is advising that grantees plan for the funds to be utilized in as expeditious manner as possible. The Department has indicated that, while they may be used for any CDBG eligible activity, the funds should be targeted toward "shovel ready" projects which can be contracted within 120-180 days after grant award. HUD is also recommending that the funds be targeted toward projects that are likely to sustain or create jobs. With this in mind, staff recommends that the \$109,233 CDBG funds be allocated to the Kingsport Alliance for Housing Revitalization (KAHR) program to be used for emergency repair of low and moderate income, owner-occupied housing. This use of funds would more readily address the intent of the 2009 ARRA Law as enacted.

### Attachments:

- ~~1. Notice of Public Hearing~~
- ~~2. Resolution Amending FY 08 Plan~~
3. Ordinance Amending the FY09 Community Development Budget

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



## AGENDA ACTION FORM

**Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 1316 Summer Street for the Kingsport City School System**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-101-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: R. Trent; D. Frye  
 Presentation By: M. Billingsley

**Recommendation:** Approve the resolution.

**Executive Summary:**

In order to fulfill the Kingsport Board of Education's long range facilities plans, the Board of Education has requested that the Superintendent of Schools, Dr. Richard Kitzmiller, take the steps necessary to purchase the property located at 1316 Summer Street for the amount of \$77,000.00. An appraisal of the property was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicated the fair market value of \$75,000.00. The property owners, Howard and Peggy Frazier have agreed to sell the property to the city for the amount of \$77,000.00. Upon discussion with Designated Alderman Valerie Joh, it is recommended that the Board of Mayor and Aldermen approve the acquisition in the amount of \$77,000.00.

This project will be funded under #141-7650-871-0790.

**Attachments:**

1. Resolution
2. Purchase Agreement
3. Location Map

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER FOR THE  
PURCHASE OF PROPERTY LOCATED AT 1316 SUMMER  
STREET

WHEREAS, the city has the opportunity to purchase the property located at 1316 Summer Street to fulfill the Kingsport Board of Education's long range facility plans; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of property indicating the fair market value of \$75,000.00, the designated alderman is authorized to offer \$77,000.00 for the purchase of 1316 Summer Street, subject to such conditions as deemed appropriate by the designated alderman in consultation with the city attorney, including such conditions as usually required by the city for acquisition of real property.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, an agreement and all other documents necessary and proper to effectuate the purpose of the agreement, to purchase 1316 Summer Street subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport.

SECTION II. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 21<sup>st</sup> day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## **AGREEMENT**

**THIS PURCHASE AGREEMENT** (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller's signature between **HOWARD E. FRAZIER** and wife, **PEGGY E. FRAZIER**, (hereinafter referred to as the "Sellers"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

### **WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **SALE.** Sellers agree to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Sellers, subject to the terms and conditions of this Agreement all that real property situate, lying and located at 1316 Summer Street, Kingsport, Sullivan County, Tennessee, known as Tax Map 061C; Group E; Parcel 001.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. **PURCHASE PRICE.**

(a) **Amount.** The purchase price to be paid by Buyer to Sellers for the Real Property shall be Seventy Seven Thousand and No/100 Dollars (\$77, 000.00) (the "Purchase Price").

(b) **Terms of Payment.** Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Sellers in cash or certified funds payable to Sellers on the Closing Date.

3. **CLOSING.** The closing shall occur on or before June 1, 2009, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Sellers agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Sellers and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. **SURVEY.** Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on

Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Sellers in writing of Buyer's objections to the survey and Sellers shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Sellers fail to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Seller; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. **TITLE INSURANCE.** Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Sellers of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Sellers shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Sellers are unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement.

6. **DEED AND TITLE.**

(a) Sellers hereby agree to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Sellers are unable to convey marketable title to the Real Property due to defects in Seller's title, or Sellers are unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Sellers shall remove said title defects or exceptions. If Sellers are unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Sellers in writing, or if Sellers shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. **CONDITION OF PROPERTY.** There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Sellers are not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real

Property that will not be satisfied and discharges in full by Sellers and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Sellers represent that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

**8. CONDITIONS PRECEDENT.**

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Sellers set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Sellers shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Sellers, this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Sellers to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement.

**9. NOTICE.** Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLERS: Mr. & Mrs. Howard Frazier  
1460 Carolina Avenue  
Kingsport, Tennessee 37664

BUYER: City of Kingsport, Tennessee  
225 West Center Street  
Kingsport, Tennessee 37660  
Attention: J. Michael Billingsley

10. **PRORATIONS.** All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

11. **EXPENSES OF SELLERS.** In closing this transaction, Sellers shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Sellers in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Sellers in connection with this transaction; and
- (d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
- (e) Prorated taxes.

12. **EXPENSES OF BUYER.** In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey provided pursuant to Section 4.

13. **RISK OF LOSS.** The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Sellers until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Sellers regarding such loss or damage. If action is necessary to recover under any casualty policy, Sellers shall cooperate with Buyer in bringing such action in Seller's name and Sellers shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

14. **TIME IS OF THE ESSENCE.** Time is of the essence to the performance of this Agreement.

15. **MERGER CLAUSE.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person



representing or purporting to represent the Sellers. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

16. **POSSESSION.** Delivery of possession of the Real Property shall occur at Closing.

17. **CAPTIONS.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. **ENTIRE AGREEMENT; MODIFICATIONS.** This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

19. **CONTROLLING LAW; VENUE.** This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

20. **BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. **FURTHER ACTS.** Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands in duplicate originals the day and year first written above.

**BUYER:**

CITY OF KINGSPORT, TENNESSEE

ATTEST:

\_\_\_\_\_  
James H. Demming, City Recorder

By: \_\_\_\_\_  
Dennis R. Phillips, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Michael Billingsley, City Attorney



**SELLERS:**

\_\_\_\_\_  
Howard E. Frazier

\_\_\_\_\_  
Peggy E. Frazier

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, DENNIS R. PHILLIPS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as the Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
STATE OF TENNESSEE:  
COUNTY OF SULLIVAN:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, HOWARD E. FRAZIER and wife, PEGGY E. FRAZIER, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that they have executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

## **EXHIBIT A**

### **Descriptions of Real Property**

Situate, lying and being in the 11<sup>th</sup> Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING at the point of intersection of the southerly line of Morningside Circle with the westerly line of Summer Street; thence southerly with the said westerly line of Summer Street, sixty (60) feet to a point; corner for Lots 1 and 2; thence westerly at right angles with the divisional line of Lots 1 and 2, one hundred twenty (120) feet to a point in the easterly line of Lot No. 12, corner for Lots 1 and 2; thence northerly at right angle and with the divisional line of Lot 1 and 12, sixty (60) feet to a point in the southerly line of Morningside Circle; thence easterly at right angle and with the southerly line of Morningside Circle, one hundred twenty (120) feet to the point of BEGINNING, containing seven thousand two hundred (7,200) square feet, more or less, and being Lot 1 of Block 82.

Tax Map 061C; Group E; Parcel 001.00









## AGENDA ACTION FORM

**Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 2210 Overlook Road for the Kingsport City School System**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-102-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: R. Trent; D. Frye  
 Presentation By: M. Billingsley

**Recommendation:** Approve the resolution.

**Executive Summary:**

In order to fulfill the Kingsport Board of Education's long range facilities plans, the Board of Education has requested that the Superintendent of Schools, Dr. Richard Kitzmiller, take the steps necessary to purchase the property located at 2210 Overlook Road for the amount of \$63,000.00. An appraisal of the property was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicated the fair market value of \$60,000.00. The property owner, Brett Berry has agreed to sell the property to the city for the amount of \$63,000.00. Upon discussion with Designated Alderman Valerie Joh, it is recommended that the Board of Mayor and Aldermen approve the acquisition in the amount of \$63,000.00.

This project will be funded under #GP0811.

**Attachments:**

1. Resolution
2. Purchase Agreement
3. Location Map

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER FOR THE  
PURCHASE OF PROPERTY LOCATED AT 2210 OVERLOOK  
ROAD

WHEREAS, the city has the opportunity to purchase the property located at 2210  
Overlook Road to fulfill the Kingsport Board of Education's long range facility plans; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of property indicating the fair market value of  
\$60,000.00, the designated alderman is authorized to offer \$63,000.00 for the purchase of 2210  
Overlook Road, subject to such conditions as deemed appropriate by the designated alderman in  
consultation with the city attorney, including such conditions as usually required by the city for  
acquisition of real property.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-  
mayor, is authorized to execute, in a form approved by the city attorney, an agreement and all  
other documents necessary and proper to effectuate the purpose of the agreement, to purchase  
2210 Overlook Road subject to the requirements of Article X, Section 10 of the Charter of the City  
of Kingsport.

SECTION II. That this resolution shall take effect immediately upon its adoption, the  
public welfare requiring it.

ADOPTED this the 21<sup>st</sup> day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## **AGREEMENT**

**THIS PURCHASE AGREEMENT** (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller's signature between **BRETT ERIC BERRY**, (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

### **WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **SALE.** Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement all that real property situate, lying and located at 2210 Overlook Road, Kingsport, Sullivan County, Tennessee, known as Tax Map 046M; Group C; Parcel 028.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. **PURCHASE PRICE.**

(a) **Amount.** The purchase price to be paid by Buyer to Seller for the Real Property shall be Sixty-three Thousand and No/100 Dollars (\$63, 000.00) (the "Purchase Price").

(b) **Terms of Payment.** Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Seller in cash or certified funds payable to Seller on the Closing Date.

3. **CLOSING.** The closing shall occur on or before June 1, 2009, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. **SURVEY.** Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which

are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Seller shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Seller fail to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Seller; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. **TITLE INSURANCE.** Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Seller is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

6. **DEED AND TITLE.**

(a) Seller hereby agrees to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Seller is unable to convey marketable title to the Real Property due to defects in Seller's title, or Seller is unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Seller shall remove said title defects or exceptions. If Seller is unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Seller in writing, or if Seller shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. **CONDITION OF PROPERTY.** There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Seller is not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharged in full by Seller and released at or before Closing in a

form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

**8. CONDITIONS PRECEDENT.**

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Seller shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Seller to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

**9. NOTICE.** Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER: Mr. Brett Eric Berry  
2210 Overlook Road  
Kingsport, Tennessee 37664

BUYER: City of Kingsport, Tennessee  
225 West Center Street  
Kingsport, Tennessee 37660  
Attention: J. Michael Billingsley

**10. PRORATIONS.** All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.



11. **EXPENSES OF SELLER.** In closing this transaction, Seller shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Sellers in connection with this transaction; and
- (d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
- (e) Prorated taxes.

12. **EXPENSES OF BUYER.** In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey provided pursuant to Section 4.

13. **RISK OF LOSS.** The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

14. **TIME IS OF THE ESSENCE.** Time is of the essence to the performance of this Agreement.

15. **MERGER CLAUSE.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

16. **POSSESSION.** Delivery of possession of the Real Property shall occur at Closing.

17. **CAPTIONS.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. **ENTIRE AGREEMENT; MODIFICATIONS.** This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

19. **CONTROLLING LAW; VENUE.** This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

20. **BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. **FURTHER ACTS.** Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands in duplicate originals the day and year first written above.

**BUYER:**

CITY OF KINGSPORT, TENNESSEE

ATTEST:

\_\_\_\_\_  
James H. Demming, City Recorder

By: \_\_\_\_\_  
Dennis R. Phillips, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Michael Billingsley, City Attorney

**SELLER:**

\_\_\_\_\_  
Brett Eric Berry

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, DENNIS R. PHILLIPS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as the Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF TENNESSEE:  
COUNTY OF SULLIVAN:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, BRETT ERIC BERRY, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

## **EXHIBIT A**

### **Descriptions of Real Property**

Situate, lying and being in the 11<sup>th</sup> Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING at a point on the northerly side of Bloomingdale Avenue, corner for Lot A and the Givens property; thence N 3-45 W., along the divisional line between Lot A and the Givens property, 101 feet to a point, corner for Lots A and D; thence S. 76-00 E., along the divisional line between Lots A and D, 64.6 feet to a point, corner for Lots A and B; thence southwesterly along the divisional line between Lots A and B, 99.8 feet to the northerly side of said Bloomingdale Avenue; thence N. 73-45 W., along the northerly side of said avenue 52 feet to the BEGINNING, being Lot A of the Subdivision of Lot No. 1 in Block 18 of Kingsport Heights Addition to Kingsport, Tennessee, as shown by map made by Thos. M. Gallaway, August 31, 1942.

Tax Map 046M; Control Map 047P; Group C; Parcel 028.00







**Kingsport, Tennessee**

**Legend**

- Property To Be Purchased
- Parcels
- Purchased Property

**Jefferson School Area**

Prepared by the City of Kingsport  
Geographic Information System (GIS)

Date: 06-01-09

Map File Name: 150706025







## AGENDA ACTION FORM

**Consideration of a Resolution Awarding a Contract for the Construction of the V.O. Dobbins Community Center Additions to J.A. Street & Associates and Authorizing the Mayor to Sign all Documents Necessary to Execute the Contract.**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-109-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: C. McCartt, D. Mason  
 Presentation By: McCartt/Campbell

**Recommendation:** Approve the resolution.

**Executive Summary:**

Bids were opened on April 8, 2009 for the construction of the V.O. Dobbins Community Center Additions. It is recommended to accept the bid from J.A. Street & Associates in the total amount of \$5,938,000.00 (Base Bid \$5,777,000.00 plus; Alternate No. 1-\$70,000.00, Alternate No. 7-\$6,000, and Alternate No. 8-\$85,000), with a 6% Contingency in the amount of \$356,280.00.

The funds for this contract are available in project GP0907.

**Attachments:**

1. Resolution
2. Letter of Recommendation
3. Bid Minutes

Funding source appropriate and funds are available : \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDING A CONTRACT FOR CONSTRUCTION OF THE V.O. DOBBINS COMMUNITY CENTER ADDITIONS TO J.A. STREET & ASSOCIATES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CONTRACT

WHEREAS, bids were received and opened by the City of Kingsport on April 8, 2009 for the V.O. Dobbins Community Center Additions; and

WHEREAS, upon review of the bids, the board finds J.A. Street is the lowest responsible bidder in the best interest and advantage to the City; and

WHEREAS, the City of Kingsport desires to enter into a contract with J.A. Street & Associates for a total contract amount of \$5,938,000.00 to include the base bid, and alternate numbers 1, 7 & 8 with a 6% Contingency in the amount of \$356,280.00; and

WHEREAS, funding is available in Project GP0907.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the contract in the amount of \$5,938,000.00 for the construction of the V.O. Dobbins Community Center Additions is awarded to J.A. Street & Associates.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a contract and all documents necessary and proper to effectuate the purpose of the contract with J.A. Street & Associates for the construction of the V.O. Dobbins Community Center Additions.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21<sup>st</sup> day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**Cain  
Rash  
West**

**Architects**

**Architectural  
Services**

130 Regional Park Drive  
Kingsport, TN 37660  
Ph: (423) 349-7760  
Fax: (423) 349-7413  
E-mail: info@grcinc.com  
www.grcinc.com

## **V.O. DOBBINS COMMUNITY CENTER**

### **Bid Recommendation**

**April 15, 2009**

Mr. Chris McCartt  
Assistant to the City Manager  
225 West Center Street  
Kingsport, TN 37660

Dear Mr. McCartt,

CainRashWest Architects has reviewed the bids received on April 8, 2009 and recommends the low bidder J.A. Street & Associates. We propose accepting the base bid of \$5,777,000.00 and green roof alternate number 1 (\$70,000), hand dryer alternate number 7 (\$6,000.00), and roofing alternate number 8 (\$85,000.00) for a total contract award amount of \$5,938,000.00.

Sincerely,

Dineen B. West, AIA

CainRashWest Architects



M E S  
BID OPENING  
April 8, 2009  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; David Mason, Project Manager; Deneen West, Architect; Chris McCartt, Assistant to the City Manager; Ryan McReynolds, Public Works Director; and Mayor Dennis Phillips

The Bid Opening was held in the Small Court Room, City Hall.

The Procurement Manager opened with the following bids:

V.O. DOBBINS COMMUNITY CENTER ADDITIONS						
Vendor:	Armstrong Const.	Burwil Const.	H.S. Williams Co.	J.A. Street & Assoc.	J.E. Green Co.	Merit Const.
Base Bid:	\$6,147,000.00	\$5,967,000.00	\$6,246,685.00	\$5,777,000.00	\$6,081,000.00	\$6,092,000.00
Unit 1 - Rf Deck:	\$4.60	\$10.00	\$6.50	\$8.00	No Bid	\$12.00
Unit 2 - Trnch Rk:	\$125.00	\$200.00	\$240.00	\$160.00	\$205.00	\$125.00
Unit 3A - Carpet:	\$2.85	\$2.60	\$2.85	\$3.00	\$2.60	\$2.75
Unit 3B - Plaster:	\$7.26	\$6.80	\$7.35	\$7.00	\$6.64	\$20.00
Unit 3C - Roof:	\$2.90	\$2.65	\$2.95	\$3.00	\$2.66	\$2.90
Unit 3D - Basebd:	\$4.85	\$4.50	\$4.85	\$5.00	\$4.43	\$5.00
Unit 4 - Pipe Ins:	\$17.55	\$16.00	\$17.70	\$16.00	\$16.00	\$15.50
Unit 5 - Soil:	\$18.25	\$17.50	\$19.25	\$15.00	\$18.00	\$18.00
Unit 6 - #57:	\$48.00	\$37.50	\$41.50	\$45.00	\$40.00	\$40.00
Alt. 1 - Veg Roof:	\$50,000.00 Add	\$54,000.00 Add	\$67,258.00 Add	\$70,000.00 Add*	\$47,000.00 Add	\$46,900.00 Add
Alt. 2 - Ext. Wdws:	\$15,700.00 Deduct	\$20,000.00 Deduct	\$26,720.00 Deduct	\$25,000.00 Deduct	\$16,000.00 Deduct	\$19,800.00 Deduct
Alt. 3 - Wd Floor:	\$48,725.00 Deduct	\$60,000.00 Deduct	\$72,664.00 Deduct	\$56,000.00 Deduct	\$58,500.00 Deduct	\$45,000.00 Deduct
Alt. 4 - Kitchen:	\$30,000.00 Deduct	\$32,000.00 Deduct	\$39,136.00 Deduct	\$50,000.00 Deduct	\$30,300.00 Deduct	\$19,000.00 Deduct
Alt. 5 - Rf Insul:	\$12,000.00 Deduct	\$8,000.00 Deduct	\$8,734.00 Deduct	\$8,000.00 Deduct	\$9,700.00 Deduct	\$9,800.00 Deduct
Alt. 6 - Gym Wdws:	\$7,000.00 Deduct	\$8,000.00 Deduct	\$9,749.00 Deduct	\$8,000.00 Deduct	\$7,400.00 Deduct	\$8,000.00 Deduct
Alt. 7 - Hand Dryer:	\$6,400.00 Add	\$4,000.00 Add	\$12,288.00 Add	\$6,000.00 Add	\$11,900.00 Add	\$5,300.00 Add
Alt. 8 - Rf Classrm:	\$133,500.00 Add	\$85,000.00 Add	\$79,068.00 Add	\$85,000.00 Add	\$27,000.00 Add	\$130,500.00 Add
Allowances #2:	\$4,125.00 Add	\$2,590.00 Add	\$2,865.00 Add	\$2,350.00 Add	\$4,550.00 Add	\$1,500.00 Add
Comments:	N/A	\$20,000.00 Deduct from base bid on envelope.	N/A	Mark overs on outside cover envelope. No Drug Free or Non-Collusion Affidavits included with bid. *Mark over used.	With regard to Addendum #3: Option 1 - \$18.00 Option 2 - \$75.00 Option 3 - \$75.00	

The submitted bids will be evaluated and a recommendation made at a later date.



## AGENDA ACTION FORM

**Consideration of a Resolution Awarding the Bid for Parking Lot Improvements – Dobyns Bennett High School to Lyons Construction Company, Inc. and Authorize the Mayor to Sign all Applicable Documents**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-111-2009  
 Work Session: April 20, 2009  
 First Reading: N/A

Final Adoption: April 21, 2009  
 Staff Work By: Committee  
 Presentation By: S. Crawford/D. Frye

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids were opened on March 25, 2009 for Parking Lot Improvements – Dobyns Bennett High School. It is recommended to accept the bid from Lyons Construction Company, Inc. as follows:

Base Bid	\$559,757.00
Contingency	\$ 33,585.00
Engineering Fees	<u>\$ 78,086.00</u>
Total Project Cost	\$671,428.00

As a result of only one bid being received, follow up contacts were made with all firms who picked up a bid package. When asked why they did not bid, the firms indicated that either the schedule did not fit their workload for this summer or that they found they would have to sub-out more than half of the job to other contractors.

Funding is identified in Project Number GP0926 (contingent upon second reading of Action Form Number AF-94-2009).

**Attachments:**

1. Resolution
2. Bid Minutes

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR PARKING LOT IMPROVEMENTS – DOBYNS-BENNETT HIGH SCHOOL TO LYONS CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, bids were opened March 25, 2009 for Parking Lot Improvements – Dobyns- Bennett High School; and

WHEREAS, upon review of the bids, the board finds Lyons Construction Company, Inc. is the lowest responsible compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with Lyons Construction Company, Inc. for Parking Lot Improvements – Dobyns-Bennett High School, in the amount of \$559,757.00 plus a contingency, in the amount of \$33,585.00, and engineering fees, in the amount of \$78,086.00, for a total project cost of \$671,428.00 and

WHEREAS, funding is identified in Project Number GP0926.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the bid for Parking Lot Improvements – Dobyns-Bennett High School is awarded to Lyons Construction Company, Inc.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a contract, and all other documents necessary and proper to effectuate the contract, with Lyons Construction Company, Inc. for Parking Lot Improvements – Dobyns-Bennett High School in the total project cost amount of \$671,428.00.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
March 25, 2009  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and  
Hank Clabaugh, Engineering

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

PARKINIG LOT IMPROVEMENTS - DOBYNS BENNETT HIGH SCHOOL	
Vendor:	Unit Cost:
Lyons Construction Co., Inc.	\$559,757.00

The submitted bids will be evaluated and a recommendation made at a later date.



## AGENDA ACTION FORM

**Consideration of Resolution to Authorize the Mayor to Execute Documents to Apply for and Receive a Clean Water Revolving Loan from the State of Tennessee for Funds Related to the American Recovery and Reinvestment Act.**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF- 115-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: R. McReynolds  
 Presentation By: R. McReynolds

**Recommendation:** Approve resolution to authorize the application to the State of Tennessee for funding from the Clean Water Revolving Loan Fund.

**Executive Summary:** The City of Kingsport wishes to pursue funds associated with the American Recovery and Reinvestment Act (ARRA). We anticipate that funds associated with ARRA will be 40% grant and 60% SRF low interest loan. To be considered for these funds participants must first submit an application for State Revolving Fund Loan. Therefore, in anticipation of receiving funds associated with the American Recovery and Reinvestment Act (ARRA) the City of Kingsport wishes to apply for Tennessee State Revolving Loan. The City requests a loan amount of \$3,000,000. State Revolving Loan Funds will be utilized for the installation of UV disinfection at the wastewater treatment plant, phase VI lift station replacement and Madd Branch Stream branch restoration.

**Attachments:**

1. SRF Letter of Request
2. Resolution

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CLEAN WATER REVOLVING LOAN FROM THE STATE OF TENNESSEE

WHEREAS, the city desires to pursue funds associated with the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, it is anticipated that the funds associated with ARRA will be forty percent (40%) grant and sixty percent (60%) State Revolving Fund (SRF) low interest loan; and

WHEREAS, to be considered for these funds, participants must first submit an application for a State Revolving Fund Loan; and

WHEREAS, the city desires to apply for a Clean Water Revolving Loan from the State of Tennessee for funding, in the amount of \$3,000,000; and

WHEREAS, the revolving loan funds will be utilized for the installation of UV disinfection at the wastewater treatment plant, phase VI lift station replacement, and Madd Branch Stream branch restoration.

WHEREAS, certain documents must be completed and executed to receive the funds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Clean Water Revolving Loan, in the amount of \$3,000,000, from the State of Tennessee for UV disinfection at the wastewater treatment plant, phase VI lift station replacement, and Madd Branch Stream branch restoration.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## CITY OF KINGSPORT, TENNESSEE

---

January 29, 2009

Mr. Sam Gaddipati, Environmental Manager  
State Revolving Fund Loan Program  
L & C Tower, 8th Floor  
401 Church Street  
Nashville, TN 37243

Subject: Kingsport, Tennessee  
Wastewater Treatment Plant Improvements  
Letter of Request - UV System  
Clean Water State Revolving Loan  
NPDES Permit No. TN0020095

Dear Mr. Gaddipati,

Please consider this letter as a formal request to place the City of Kingsport on the SRF priority list for a Clean Water State Revolving Fund loan for the following three projects.

Ultra Violet (UV) light disinfection system at the existing Wastewater Treatment Plant in the amount of \$1,200,000. Construction of the UV system is anticipated to start in the fall of 2009. Construction is anticipated to be complete by August 2010.

Phase VI lift station improvements in the amount of 800,000. Phase VI includes replacement of one station and rehab of two others. Construction is anticipated to start in begin in September of 2009 and be complete by July 2010.

In conjunction with the above projects, Kingsport would like to submit Madd Branch stream restoration for the "Green" Pilot Program. In order to properly stabilize, restore and protect sections of Madd Branch stream, funding in the amount of approximately \$200,000 is requested from the SRF loan program. It is estimated that \$100,000 will be needed for the installation of a stormwater device to treat runoff from a 27 acre subwatershed of Madd Branch. The remaining \$100,000 will be used to stabilize and restore approximately 1000 linear feet of eroding streambank. This project is slated to begin in August of 2009 and will be completed by August of 2010.

If you have any questions, please feel free to call me.

Sincerely,

Niki Ensor  
Water/Wastewater Facilities Manager  
City of Kingsport

cc: Dr. Bagher Sami- TDEC  
Mr. Stephen H. King, P.E., BCEE- CDM



## AGENDA ACTION FORM

**Consideration of a Resolution Authorizing the Mayor to Execute Acceptance of Quotation and all Other Documents Necessary from Infranet Corp. for the Public Safety Technology Upgrade.**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-113-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: Capt. Castle  
 Presentation By: Chief Osborne

**Recommendation:**

Approve the resolution.

**Executive Summary:**

This purchase provides required hardware for the Public Safety Upgrade. This is a sole source purchase as Infranet is the only company that VisionAir utilizes. This hardware is an essential element for the VisionAir upgrade. Total purchase amount is 84,602.98. Funding is identified in Project Line GP0902.

**Attachments:**

1. Resolution
2. Correspondence from VisionAir

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A QUOTATION AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO PURCHASE HARDWARE ESSENTIAL FOR THE PUBLIC SAFETY DIVISION'S TECHNOLOGY UPGRADE FROM INFRANET CORPORATION

WHEREAS, the city has contracted with VisonAir, Inc. to update the Public Safety Division's data management system; and

WHEREAS, the purchase of certain hardware is essential for the VisionAir upgrade to proceed; and

WHEREAS, the Infranet Corporation is the sole source used by VisionAir, Inc. for the hardware; and

WHEREAS, the city desires to accept the quotation, in the amount of \$84,602.98, for the purchase the hardware from Infranet; and

WHEREAS, funding is identified in Project Line GP0902.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the quotation submitted by Infranet Corporation, as a sole supplier, in the amount of \$84,602.98 for hardware for the VisionAir upgrade is approved.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, an agreement and all other documents necessary and proper for purchase of essential hardware from Infranet Corporation for the upgrade to the Public Safety Division's data management system by VisonAir., Inc.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21<sup>st</sup> day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# QUOTATION



For:  
**Captain Castle**  
Kingsport Police Department  
200 Shelby Street  
Kingsport, TN 37660-4256

March 11, 2009

Description of Solution	
<b>Virtual Bundle</b>	
(1) Rack Enclosure 24U	(1) Rack Mount KVM 1U 17" LCD
(2) APC Rack PDU w/10 5-20 Outlets	(1) ASA5505 VPN Device (remote support)
(1) EMC Storage Array 4-400GB SAS Vault Drives; 11-400GB SAS Drives; (2) Disk Array Enclosures; 24x7 Support 3YR	(2) PowerEdge 1950 DUAL-Quad Core Intel Xeon E5420; 32GB; 2-73GB Raid1; 6-GB NIC Ports; Redundant Pwr Supply (ESX Host); 24x7 Support 3YR
(1) PowerEdge R300 Server (Vcenter Host)	(2) Catalyst 3750 24 10/100/1000T; 24x7 Support
(2) VMware 2 Processor Enterprise License; 24x7 Support 1YR	(1) VMware Vcenter License
<b>Scope of Work:</b> Install above components to provide a virtual bundle for Visionair applications. This product is delivered as a rack solution and would be integrated into an existing network. Infranet will setup two ESX hosts and a Vcenter management server. The virtual environment will be configured in a redundant manner to support its underlying redundant switch and redundant storage solution. A Cisco ASA5505 will be configured to provide remote support by Visionair and Infranet using an existing Internet connection. Infranet has included 10 hours of remote installation support. Onsite support is available for \$1,500 per day, if requested. Backup solutions are also available that could also be integrated into existing backup environments.	
<b>Total Investment (excluding taxes and shipping):</b>	
<b>\$84,602.98</b>	

Customer is responsible for all recurring lines charges and installation of communications line. Ongoing support and maintenance of data network will be billed at an hourly rate of \$105.00/hour plus travel and expenses, if necessary. Late payments are subject to a 1.5% per month finance charge. Buyer agrees to pay any and all collection costs, including attorney fees, in the event legal action is required to enforce the terms of this agreement. Prices are valid for 15 days. Material, Due On Receipt; Labor, Net 30. 50% Deposit is required (if purchase is greater than 10K) to initiate order.

Approval Signature \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order No. \_\_\_\_\_





**BJA FY 09 Recovery Act Edward Byrne Memorial  
Justice Assistance Grant Program Local Solicitation**  
2009-F9913-TN-SB


[Application](#)
[Correspondence](#)
[Switch to ...](#)

**Application Handbook**
**Project Information**
[Overview](#)
[Applicant  
Information](#)
[Project Information](#)
[Budget and  
Program  
Attachments](#)
[Assurances and  
Certifications](#)
[Review SF 424](#)
[Submit Application](#)
[Help/Frequently  
Asked Questions](#)
[GMS Home](#)
[Log Off](#)

Descriptive Title of Applicant's Project		
Kingsport Police Department's Technology/Interoperability Upgrade		
Areas Affected by Project		
ALL AREAS of organization. Dispatch, Records, Jail, Investigative unit, Patrol, Administration (training, accreditation, etc).		
Proposed Project		
	*Start Date	October/ 01/ 2009
	*End Date	September/ 30/ 2013
*Congressional Districts of		
	Project	Congressional District 01, TN
*Estimated Funding		
Federal	\$0.00	
Applicant	\$0.00	
State	\$0.00	
Local	\$0.00	
Other	\$0.00	
Program Income	\$165000.00	
TOTAL	\$165000.00	



## BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation

2009-F9913-TN-SB



[Application](#)

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Switch to ...

### Application Handbook

### Overview

[Overview](#)

This handbook allows you to complete the application process for applying to the BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation. At the end of the application process you will have the opportunity to view and print the SF-424 form.

[Applicant  
Information](#)

[Project Information](#)

[Budget and  
Program  
Attachments](#)

[Assurances and  
Certifications](#)

[Review SF 424](#)

[Submit Application](#)

*Type of Submission	Application Non-Construction
*Type of Application	<div style="text-align: right;">New</div> If Revision, select appropriate option If Other, specify
*Is application subject to review by state executive order 12372 process?	No Program is not covered by E.O. 12372

Continue

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**BJA FY 09 Recovery Act Edward Byrne Memorial  
Justice Assistance Grant Program Local Solicitation**  
2009-F9913-TN-SB


[Application](#)
[Correspondence](#)
[Switch to ...](#)
**Application Handbook**
**Applicant Information**
[Overview](#)
[Applicant  
Information](#)
[Project Information](#)
[Budget and  
Program  
Attachments](#)
[Assurances and  
Certifications](#)
[Review SF 424](#)
[Submit Application](#)
[Help/Frequently  
Asked Questions](#)
[GMS Home](#)
[Log Off](#)

*Is the applicant delinquent on any federal debt	No
*Employer Identification Number (EIN)	62-6000324
*Type of Applicant	Municipal
Type of Applicant (other):	
*Organizational Unit	Kingsport Police Department
*Legal Name (Legal Jurisdiction Name)	City of Kingsport
*Vendor Address 1	225 West Center Street
Vendor Address 2	
*Vendor City	Kingsport
Vendor County/Parish	Sullivan
*Vendor State	Tennessee
*Vendor ZIP	37660-4254
<b>Contact information for matters involving this application</b>	
Contact Prefix:	Ms.
Contact Prefix (Other):	
Contact First Name:	Jenny
Contact Middle Initial:	
Contact Last Name:	Castle
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Captain
Contact Address Line 1:	200 Shelby St.
Contact Address Line 2:	
Contact City:	Kingsport

Contact State:	Tennessee
Contact Zip Code:	37660-4254
Contact Phone Number:	(423) 229-9498
Contact Fax Number:	(423) 224-2786
Contact E-mail Address:	bowmanp@ci.kingsport.tn.us

Continue



## AGENDA ACTION FORM

**Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive a Grant for \$165,000.00 from the Department of Justice, 2009 Local Justice Assistance Grant Program (JAG)**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-117-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: Capt. Castle  
 Presentation By: Chief Osborne

**Recommendation:**

Approve the resolution

**Executive Summary:**

The Kingsport Police Department has ongoing grant opportunities with the Department of Justice/Bureau of Justice Assistance (Justice Assistance Grants -JAG). We have been notified that we are eligible for \$165,000 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology.

There are no matching fund requirements.

**Attachments:**

1. Resolution

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE UNITED STATES DEPARTMENT OF JUSTICE, 2009 LOCAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDING FOR THE PURCHASE OF EQUIPMENT AND/OR TECHNOLOGY FOR THE KINGSPORT POLICE DEPARTMENT

WHEREAS, grant funds, in the amount of \$165,000, are available through the United States Department of Justice, 2009 Local Justice Assistance Grant Program (JAG); and

WHEREAS, the grant funds will be used to purchase equipment and/or technology for the Kingsport Police Department; and

WHEREAS, no matching funds are required.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive United States Department of Justice, 2009 Local Justice Assistance Grant funding in the amount of \$165,000 for the purchase of equipment and/or technology for the Kingsport Police Department.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

**Consideration of a Resolution to Authorize the Mayor to Execute all Documents Necessary to Accept a United States Department of Agriculture – Farmers Market Promotion Program Grant**

To: Board of Mayor and Aldermen  
 From: John Campbell, City Manager

Action Form No.: AF: 105-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: C. McCartt, M. Baker  
 Presentation By: Chris McCartt

**Recommendation:** Approve the Resolution.

**Executive Summary:**

The Farmers Market Promotion Program (FMPP) was created through a recent amendment of the Farmer-to-Consumer Direct Marketing Act of 1976. The grants, authorized by the FMPP, are targeted to help improve and expand domestic farmers markets, roadside stands, community-supported agriculture programs and other direct producer-to-consumer market opportunities. This application will not exceed \$100,000. No matching funds are required. Grant funds will be used to focus on three possible areas:

1. **Improving Access to Relevant Marketing and Financial Information** – Promote training, education, networking, technical assistance, and information sharing for farmers, vendors, market management, and market sponsors.
2. **Consumer-Based Education and Market Access** - Address ways to improve consumers' access to and utilization of Kingsport Farmer's Market.
3. **Innovative Approaches to Market Operations and Management** - Address operational or market management issues, with the aim of enhancing product value and sales, increasing revenue and efficiency, or reducing expenses.

**Attachments:**

1. Resolution

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND  
RECEIVE UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS MARKET PROMOTION PROGRAM GRANT FUNDS

WHEREAS, the city desires to apply for and receive grant funding, in an amount of up to \$100,000, through a United States Department of Agriculture Farmers Market Promotion Program Grant for use in improving and expanding domestic farmers markets, roadside stands, community-supported agriculture programs and other direct producer-to-consumer market opportunities.

WHEREAS, matching funds are not required.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funding, in an amount of up to \$100,000 with no matching funds required, through a United States Department of Agriculture Farmers Market Promotion Program Grant.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Purchase of 5 Each 9 Passenger High Top Raised Roof Vans to Mid-South Bus Center, Inc.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-116-2009  
 Work Session: April 20, 2009  
 First Reading: N/A

Final Adoption: April 21, 2009  
 Staff Work By: Committee  
 Presentation By: C. McCart

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids were opened on April 7, 2009 for the purchase of five (5) each nine passenger high top raised roof vans for use by the Kingsport Area Transit Service. It is the recommendation of the Committee to accept the apparent low bid from Mid-South Bus Center as follows:

	\$ 43,995.00	Unit Cost
Less	\$ 6,000.00	Trade-In Allowance Unit #1443
Less	\$ 6,300.00	Trade-In Allowance Unit #1550
Less	\$ 5,000.00	Trade-In Allowance Unit #1548
Less	\$ 6,000.00	Trade-In Allowance Unit #1549
Less	<u>\$ 3,200.00</u>	Trade-In Allowance Unit #1477
	<u>\$193,475.00</u>	Total Purchase Cost (All Units)

The bid submitted by Mid-South Bus Center is the lowest, responsible, compliant bid meeting specifications for the work or service desired in the best interest and advantage to the City.

Funding is identified in Projects FTA278 and FTA263 – Account #123-5901-602-3020 and #123-5902-602-9006.

**Attachments:**

1. Resolution
2. Bid Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDING THE BID FOR PURCHASE OF  
FIVE (5) HIGH TOP RAISED ROOF NINE PASSENGER  
VANS TO MID-SOUTHBUS CENTER, INC.

WHEREAS, bids were opened April 7, 2009 for the purchase of five (5) high top raised roof nine passenger vans and trade-in allowances for city owned vehicles #1443; #1550; #1548; #1549 and #1477; and

WHEREAS, upon review of the bids, the board finds Mid-South Bus Center, Inc. is the lowest responsible compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase the five (5) high top raised roof nine passenger vans from Mid-South Bus Center, Inc. as follows:

	\$ 43,995.00 – Unit Cost
Less \$	6,000.00 – Trade-in Allowance Vehicle #1443
Less \$	6,300.00 – Trade-in Allowance Vehicle #1550
Less \$	5,000.00 – Trade-in Allowance Vehicle #1548
Less \$	6,000.00 – Trade-in Allowance Vehicle #1549
Less \$	<u>3,200.00</u> – Trade-in Allowance Vehicle #1477
	\$193,475.00 – Total Purchase Cost (All Units); and

WHEREAS, funding is identified in Projects FTA278 and FTA263 – Account #123-5901-602-3020 and #123-5902-602-9006.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS  
FOLLOWS:

SECTION I. That the bid for purchase of five (5) high top raised roof nine passenger vans and trade-in allowances for city owned vehicles #1443; #1550; #1548; #1549 and #1477 is awarded to Mid-South, Inc. as follows and the City Manager is authorized to execute a purchase order for same:

	\$ 43,995.00 – Unit Cost
Less \$	6,000.00 – Trade-in Allowance Vehicle #1443
Less \$	6,300.00 – Trade-in Allowance Vehicle #1550
Less \$	5,000.00 – Trade-in Allowance Vehicle #1548
Less \$	6,000.00 – Trade-in Allowance Vehicle #1549
Less \$	<u>3,200.00</u> – Trade-in Allowance Vehicle #1477
	\$193,475.00 – Total Purchase Cost (All Units)

SECTION II. That this resolution shall take effect from and after its adoption, the

public welfare requiring it.

ADOPTED this the 21st day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
April 7, 2009  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager;  
Jack Qualls and Gary Taylor, Transit Department

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

9 PASSENGER HIGH TOP RAISED ROOF VANS		
Vendor:	Mid South Bus Center	New England Wheels, Inc.
Quantity:	5	5
Unit Cost:	\$43,995.00	\$47,637.00
Total Cost:	\$219,975.00	\$236,835.00
Trade-In #1443:	\$6,000.00	\$4,035.00
Trade-In #1550:	\$6,300.00	\$2,800.00
Trade-In #1548:	\$5,000.00	\$2,200.00
Trade-In #1549:	\$6,000.00	\$2,600.00
Trade-In #1477:	\$3,200.00	\$2,400.00
Delivery Time:	150 Days	90 Days
Model/Type:	Ford/Braun E350 Paratransit Van	New England Wheel E350 Executive Transporter

The submitted bids will be evaluated and a recommendation made at a later date.





## FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

### Memo

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
**Date:** April 16, 2009  
**Re:** High Top Passenger Van Purchase Recommendation

This will confirm my review and recommendation to purchase the low compliant bid of the following vendor and accept the trade in offerings. I have discussed the vendor specifications with Jack Qualls and Gary Taylor and they are in agreement with this recommendation.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	5	High Top Passenger Van	Mid South Bus	12 City/ 14 Hwy
Low Compliant Bidder				
		Trade Units: # 1443		7.71 MPG
		# 1477		8.60 MPG
		# 1548		9.34 MPG
		# 1549		8.41 MPG
		# 1550		9.37 MPG
		Fuel Economy Average		8.68 MPG
		Fuel Economy Improvement		38.2 %

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Mayor to Execute a Contract with CareSpark and an Amendment to the Contract with United Healthcare

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-104-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: Billingsley/Evans  
 Presentation By: Billingsley

**Recommendation:** Approve the resolution.

#### **Executive Summary:**

The city staff proposes to join a Regional Health Information Organization (RHIO) as part of its strategy to improve employee health and control health insurance costs. It is expected it will provide the opportunity for better quality of care and reduction in the duplication of the services. Basically our health insurance administrator and medical providers will electronically provide information to the RHIO, which will be available to doctors to assist in the care of the patients.

CareSpark is a local company that is on the cutting edge of electronic health record exchange technology (CareEngine® Services), allowing providers to electronically share and exchange medical records in an effort to provide appropriate and efficient health care to our region. CareSpark is working with the federal government to develop a region-wide, and eventually nationwide, program to facilitate the President's initiative on Health Information Technology through the Department of Health and Human Services. It is expected Ms. Liesa Jenkins with CareSpark will be in attendance at the work session to further explain their service.

Our participation in this network will provide effective treatment to our employees, reduction in health insurance claims costs, reduction in duplication of services, and the issuance of preventative care reminders, potential drug/treatment interaction notifications and treatment information to both our covered members and their treating physicians. The adoption of this agreement between the city, CareSpark and United Healthcare of the River Valley (our health insurance administrator) will amend our health insurance contract to provide this service to all persons covered under our health insurance program. The cost of the service is two dollars (\$2.00) per member, per month, or approximately \$36,000 per year, paid through the Health Insurance Fund. The expected start date is July 1, 2009.

#### **Attachments:**

1. Resolution
2. Agreement for CareEngine® Services through CareSpark
3. Addendum to United Healthcare of the River Valley Agreement

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT WITH CARESPARK AND AN AMENDMENT TO THE  
CONTRACT WITH UNITED HEALTHCARE OF THE RIVER  
VALLEY

WHEREAS, the city staff proposes to join a Regional Health Information Organization (RHIO) as part of its strategy to improve employee health and control health insurance costs through electronic provision of information by the city's health insurance administrator and medical providers to the RHIO, which will be available to doctors to assist in the care of patients; and

WHEREAS, CareSpark is a local company on the cutting edge of electronic health record exchange technology allowing providers to electronically share and exchange medical records in an effort to provide appropriate and efficient health care to our region; and

WHEREAS, the city's participation in this network will provide effective treatment to our employees, reduction in health insurance claims costs, reduction in duplication of services, and the issuance of preventative care reminders, potential drug/treatment interaction notifications and treatment information to both city covered members and their treating physicians; and

WHEREAS, the adoption this contract between the city, CareSpark and United Healthcare of the River Valley will amend our health insurance contract to provide this service to all persons covered under our health insurance program; and

WHEREAS, the cost of the service is two dollars (\$2.00) per member, per month, or approximately \$36,000 per year, paid through the Health Insurance Fund.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a contract with CareSpark for electronic provision of information by the city's health insurance administrator to a Regional Health Information Organization (RHIO) which will be available to doctors to assist in the care of persons covered under our health insurance program at a cost of two dollars (\$2.00) per member, per month, or approximately \$36,000 per year, paid through the Health Insurance Fund.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, an amendment to the city's contract with United Healthcare of the River Valley to provide an RHIO service to all persons covered under the city's health insurance program.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21<sup>st</sup> day of April, 2009.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**AGREEMENT FOR CAREENGINE® SERVICES**  
**BY AND BETWEEN**  
**CARESPARK, INC.**  
**AND**  
**CITY OF KINGSPORT**

This Agreement for CareEngine® Services is entered into on this, the \_\_\_\_ day of April, 2009, by and between CareSpark, Inc., a Tennessee not-for-profit corporation, ("CareSpark") and City of Kingsport, a Tennessee governmental entity, ("Purchaser") with reference to the following:

**WITNESSETH**

WHEREAS, CareSpark is in the business of providing information services designed to improve the health of Patients in the CareSpark Region; and

WHEREAS, CareSpark offers the CareEngine® Services as more fully described on Exhibits A and B attached hereto; and

WHEREAS, Purchaser is an employer in the CareSpark Region that provides, through one or more insurance plans, health benefits to its employees in the CareSpark Region; and

WHEREAS, Purchaser desires to purchase, for the benefit of its Covered Employees in the CareSpark Region, the CareEngine® Services;

THEREFORE, premises considered, CareSpark agrees to provide, and Purchaser agrees to purchase, the CareEngine® Services on the following terms and conditions:

**I. Definitions**

**A. ActiveHealth**

ActiveHealth shall mean ActiveHealth Management, Inc., a Delaware Corporation, which holds all right, title and interest in and to the CareEngine® Services.

**B. CareSpark Network or CareSpark HIE Network**

CareSpark Network or CareSpark HIE Network shall mean the network of workstations, servers, routers, load balancers, and any and all other hardware, data lines and connections (and including all software residing thereon) which are owned, leased or managed by CareSpark in furtherance of CareSpark HIE Network.

**C. CareSpark Region**

CareSpark Region shall mean the following counties located in Northeast Tennessee and Southwest Virginia:

Tennessee Counties

Carter  
Greene  
Hawkins  
Hancock  
Johnson  
Sullivan  
Unicoi  
Washington

Virginia Counties

Buchanan  
Dickenson  
Lee  
Russell  
Scott  
Smyth  
Tazewell  
Washington  
Wise

- D. Costs**  
Costs means damages, settlements, judgments, losses, expenses, interest, penalties, reasonable legal fees and disbursements (including without limitation fees and costs for investigators, expert witnesses and other litigation advisors) and other actual costs incurred by an Indemnitee to investigate, defend or settle a Claim, except that no settlement payments shall be included in Costs unless the Indemnitor has given prior, express written consent to the settlement.
- E. Covered Person**  
Covered Person shall mean those Patients receiving CareEngine® services governed by this Agreement.
- F. Data Participant.**  
Data Participant shall mean an individual or entity that has entered into a Data Sharing Agreement with CareSpark.
- G. Disclosing Party**  
Disclosing Party shall mean the party to the Agreement disclosing Confidential Business Information or Creations to a Receiving Party.
- H. Health Information Exchange or HIE**  
Health Information Exchange or HIE shall mean the sharing of PHI by two or more Data Participants through the CareSpark HIE Network using legally-defined or industry-adopted standards of interoperability.
- I. Health Information Portability and Accountability Act or HIPAA.**  
Health Information Portability and Accountability Act or HIPAA shall mean those regulations contained in Title 45, Parts 160 through 164 of the Code of Federal Regulations, as may be amended from time to time.
- J. Indemnitee**  
Indemnitee shall mean a Person entitled to indemnification in accordance with Article V
- K. Indemnitor**  
Indemnitor shall mean a Person who is required to indemnify an Indemnitee in accordance with Article V
- L. Patient**  
Patient shall mean any person who has received “health care” as defined by HIPAA.
- M. Phase I Services**  
Phase I Services shall mean the CareEngine® Services provided in accordance with Exhibits A and B, attached hereto.
- N. Phase II Services**  
Phase II Services shall mean the CareEngine® Services provided via electronic interfaces between CareSpark and Participating Providers.
- O. Protected Health Information or PHI.**  
Protected Health Information or PHI shall have the same meaning as found in HIPAA.
- P. Receiving Party.**  
Receiving Party shall mean the party to the Agreement receiving Confidential Business Information or Creations from a Disclosing Party.
- Q. Required by Law**  
Required by Law shall mean a mandate contained in law that compels the use or disclosure of

Protected Health Information and that is enforceable in a court of law. “**Required by Law**” includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

**R. Service Provider**

Service Provider shall mean any insurer or third party administrator that maintains records relating to the health and/or treatment of a Covered Person.

**S. Term**

Term shall mean the period of time during which the Agreement is in effect as more fully described in Section VI.

## **II. Provision of CareEngine® Services**

**A. The CareEngine® Services**

*1. CareEngine® System Services*

On and subject to the terms hereof, CareSpark agrees to provide, and/or cause ActiveHealth to provide, the services specified in Exhibit A attached hereto and made a part hereof with respect to Covered Persons.

*2. Clinical Performance Measures Services*

On and subject to the terms hereof, CareSpark agrees to provide, and/or cause ActiveHealth to provide, the services specified in Exhibit B attached hereto and made a part hereof with respect to Covered Persons.

**B. Representations and Warranties of CareSpark**

CareSpark hereby represents and warrants that:

- (a) The CareEngine® Services will comply with all laws, rules and regulations as may apply to CareSpark and the provision of the CareEngine® Services.
- (b) The CareEngine® Services will be provided by the Service Providers in a professional, competent and business like manner.

**C. Disclaimers**

Purchaser acknowledges and agrees that:

- (a) CareSpark is a reseller of the CareEngine® Services and does not control the manner and method by which the services are provided.
- (b) In undertaking and performing the CareEngine® Services, CareSpark and ActiveHealth are acting solely as an information services provider and do not purport to be engaged in the practice of medicine or any other professional clinical activity, and that the work product generated by such services consists solely of information to be evaluated by medical or other health care professionals in the exercise of their independent professional judgment;
- (c) in undertaking and performing the CareEngine® Services, CareSpark and ActiveHealth assume no responsibility or liability for the accuracy, completeness, propriety, necessity or advisability of the medical information which is provided to CareSpark or ActiveHealth, or of the medical services to which such information may relate;
- (d) neither CareSpark, ActiveHealth nor any CareSpark or ActiveHealth employee, affiliate, subsidiary, contractor, representative or consulting physician shall have any



responsibility of any kind to Purchaser, Covered Persons or any other person, firm, corporation or entity, for any of the following in connection with CareEngine® Services: (x) verification of any individual's entitlement to group medical/health plan coverage or insurance reimbursement; or (y) diagnosis, treatment, or medical procedures or prescriptions for or with respect to any patient or other provision of direct health care services; and

- (e) the provision by CareSpark and ActiveHealth of the CareEngine® Services hereunder shall not give rise to any implication that CareSpark or ActiveHealth is making any benefit determinations, providing medical care or otherwise assuming any responsibility for the scope or quality of medical care afforded to individual Covered Persons by their respective physicians or other health care providers, whether or not benefits are available for such care.

### **III. Coordination of Data**

#### **A. Data on Covered Persons**

During the term hereof, Purchaser shall provide, or cause its Service Provider to provide, to CareSpark an electronic file of Covered Persons who shall receive the CareEngine® Services under this Agreement, along with such information as is required to enable CareSpark and/or ActiveHealth to verify the identity of the Covered Persons (e.g. enrollment or Social Security Number). Purchaser shall, on a monthly basis, notify CareSpark of any additions, changes, deletions or modifications to the list of Covered Persons on an agreed upon schedule. CareSpark shall be entitled to rely on the accuracy and completeness of the enrollment and eligibility data in providing the CareEngine® Services.

#### **B. Data Feeds**

The parties acknowledge that the exchange of data under this Agreement is not between the Parties and is, rather, between Customer's Service Provider and CareSpark and/or ActiveHealth. As a result the parties believe that the exchange of data for the purposes set forth in this Agreement constitutes Operations, as that term is defined in HIPAA, of Customer's Service Provider. Purchaser agrees to work with its Service Providers to arrange for access, via contracted data feeds, to all relevant medical records, labs and pharmacy data, claim information and other information pertaining to Covered Persons required for the performance by CareSpark of the CareEngine® Services as set forth in this Agreement, and to have all such information provided in the proper format required for the performance by CareSpark of its duties under this Agreement. CareSpark agrees to work with Customer's Service Provider regarding all contractual agreements, including reasonable business associate agreements, between CareSpark and Customer's Service Provider.

#### **C. Transition**

As CareSpark develops the Health Information Exchange, the CareEngine® Services shall transition from paper-based delivery as set forth in the attached Exhibits to electronic delivery through the HIE. The ability of CareSpark to transition this delivery method is dependent upon the number of Participating Providers. CareSpark makes no representation as to the number of Participating Providers at any point during the development of the CareSpark HIE.

### **IV. Responsibilities of Purchaser**

#### **A. Authorization**

Purchaser agrees to take all steps as may be necessary to authorize the Service Providers to obtain PHI regarding Covered Persons under this agreement, including, but not limited to, the amendment of insurance plan documents, summary plan documents, authorizations as may be required by HIPAA or other relevant law.

#### **B. Compensation**

Purchaser shall pay to CareSpark the following fee for each Covered Person.

1. *CareConsiderations as described on Exhibit A:*  
Two and no/100 Dollars (\$2.00) per month beginning as of the first day and date that CareSpark delivers services to Covered Persons.
2. *Clinical Performance Measures as described on Exhibit B:*  
CareSpark, ActiveHealth and Purchaser agree to evaluate data supporting production of Clinical Performance Measures to determine when sufficient data exists for statistically meaningful reporting and to determine reporting intervals. If Purchaser decides to request such reporting, CareSpark and Purchaser shall negotiate pricing and delivery of reports and shall memorialize such additional agreement in a writing signed by both parties as an amendment, addendum, exhibit or other addition or modification of this Agreement.
3. *Additional reporting*  
CareSpark and Purchaser shall separately negotiate pricing and delivery of any additional reports as may be requested by Purchaser under this Agreement and shall memorialize such additional agreement in a writing signed by both parties as an amendment, addendum, exhibit or other addition or modification of this Agreement.

**C. Billing**

CareSpark shall bill Purchaser for the CareEngine® Services in the amounts set forth above no earlier than the first day of the month to which such fee relates. CareSpark may use the most recent information available to it concerning the number of Covered Persons in its calculation of such monthly invoices.

**D. Payment**

Purchaser shall make all payments to CareSpark within forty-five (45) days of the date of the invoice. Any amount payable by Customer hereunder which is not paid when due shall bear interest from the due date until paid at the lesser of (a) the rate of one and one-half percent (1 ½ %) per month, or (b) the highest lawful rate allowed under applicable law. CareSpark will not charge interest on amounts disputed by Purchaser in good faith provided that i) Purchaser promptly pays all undisputed amounts; and ii) Purchaser gives CareSpark prompt notice as to amount disputed and the reasons therefore.

**E. Costs to Collect.**

Should Purchaser fail to make any payment due under this Agreement, CareSpark reserves the right to collect said sums through court action and without the requirement of mediation. Customer agrees to reimburse CareSpark for all expenses related to collection of past due amounts, including court costs and attorney's fees.

**V. Term; Termination.**

**A. Term**

Unless earlier terminated in accordance with Section B below, the term of this Agreement shall be effective as of the date first written above and shall continue in effect for a term of three (3) years (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive terms of one year each, unless either party gives written notice to the other party at least ninety (90) days prior to the end of the then current term of its intention not to renew this Agreement.

**B. Termination**

Notwithstanding anything to the contrary contained in Section A, this Agreement may be terminated:

- (a) by either party, upon written notice to the other party, if the other party (the "Defaulting Party") shall materially breach any obligation or covenant of the Defaulting Party hereunder and if such breach shall remain uncured for thirty (30) days following notice of such breach given by the non-Defaulting Party to the Defaulting Party (or, in the case of a failure by CareSpark to pay any amount due to ActiveHealth pursuant to the terms hereof, ten (10) days following notice of such failure given by ActiveHealth to CareSpark);

- (b) immediately and automatically, if either CareSpark or Purchaser shall apply for or consent to the appointment of a receiver, trustee or liquidator, file a voluntary petition-in-bankruptcy, admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer in any judicial proceedings seeking reorganization or arrangement with creditors or taking advantage of any insolvency law, or if an order, judgment or decree shall be entered against that party by a court of competent jurisdiction on the application of a creditor of such party, adjudicating such party bankrupt or insolvent or approving a petition seeking reorganization of such party or appointing a receiver, trustee or liquidator of such party and such order, judgment, decree or proceeding is not dismissed or vacated within a period of ninety (90) consecutive days.
- (c) Notwithstanding any other provision of this Agreement if funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year succeeding the first fiscal year, this Agreement will be terminated automatically as of the beginning of the fiscal year for which funds are not available. CareSpark may not recover anticipatory profits or costs incurred after such termination.
- (d) Purchaser may terminate this Agreement at any time for its convenience and without further liability to CareSpark upon at least sixty (60) days written notice sent to CareSpark as set out in Article VIII.C.

Termination of this Agreement shall not alter or impair any rights of either party accrued under this Agreement through the date of termination.

## **VI. Disputes**

### **A. Mediation**

Except as otherwise expressly provided in this Agreement, any dispute or claim arising under or with respect to this Agreement may be first submitted to mediation in Kingsport, Tennessee, in accordance with the applicable rules of the American Arbitration Association, the costs of which will be shared equally by CareSpark and Purchaser. After the results of mediation are known, if either party is still aggrieved, either party may bring an action in the state and federal courts of competent jurisdiction and venue as may be applicable for Kingsport, Sullivan County, Tennessee.

### **B. Insurance**

CareSpark agrees to maintain during the Term, at its own cost and expense, commercial general liability insurance or self-insurance in an amount not less than \$1 million per occurrence with a \$2 million aggregate covering claims for professional liability as well as bodily injury, death, personal injury or property damage. The liability insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance.

### **C. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL A PARTY HERETO BE LIABLE TO THE OTHER PARTY HERETO REGARDLESS OF THE FORM OR CAUSE OF ACTION FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, BUSINESS GOODWILL, REPUTATION, MEDICAL MALPRACTICE, LOST DATA, OR ECONOMIC LOSS, WHETHER SUFFERED DIRECTLY OR INDIRECTLY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY ANY THIRD PARTY, EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE [7]. A PARTY'S SOLE LIABILITY TO THE OTHER FOR DAMAGES ARISING OUT OF THIS AGREEMENT, FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY IN RESPECT OF ACTUAL DAMAGES EXCEED AN AMOUNT EQUAL TO TEN TIMES THE

AGGREGATE ANNUAL COMPENSATION PAID BY PURCHASER TO CARESPARK FOR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE WHEN THE CAUSE OF ACTION AROSE. THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS TO CARESPARK BY PURCHASER FOR CLAIMS OR DAMAGES HEREUNDER BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMITATION OR AMOUNT.

The above limits shall apply to the extent consistent with any laws, rules or regulations as may be applicable to Purchaser as a governmental entity.

**D. Applicable Law.**

This Agreement shall be construed and interpreted under the laws of the State of Tennessee, United States of America, without giving effect to principles of conflict of laws requiring application of the laws of any other jurisdiction in the construction and interpretation of this Agreement and without regard to the jurisdiction in which any action or special proceeding is filed.

**E. Export Control Laws.**

United States Source Technical Data provided by one party to another party under this Agreement and direct products of such data may be controlled by the United States Export Control Regulations. No license, implied license, or other approval for export or re-export, directly or indirectly, of such data or products is hereunder provided. It is the sole responsibility of a party receiving such data to comply with whatever requirement the United States government may make for such export or re-export at the time thereof.

## **VII. Confidentiality And Proprietary Rights**

**A. CERTAIN DEFINED TERMS.**

As used in this Article, the following terms shall have the following meanings:

**1. Creations**

Creations shall mean all methods of gathering, evaluating, summarizing and communicating medical and other information (including methods relating to case selection and assignment), training materials, diagnostic criteria, and all processes, practices, techniques and technology of CareSpark. Creations shall exclude information which (i) is already known to Purchaser under no obligation of confidentiality to a third party or is publicly available at the time of disclosure; (ii) is disclosed to Purchaser by a third party who is not in breach of an obligation of confidentiality; or (iii) becomes publicly available after disclosure through no act of Purchaser; or (iv) is independently developed by Purchaser.

**2. Confidential Business Information**

Confidential Business Information means all information concerning Purchaser's properties, products, services, employees, finances, businesses, and operations, but shall exclude information which (i) is already known to CareSpark under no obligation of confidentiality to a third party or is publicly available at the time of disclosure; (ii) is disclosed to CareSpark by a third party who is not in breach of an obligation of confidentiality; or (iii) becomes publicly available after disclosure through no act of CareSpark; or (iv) is independently developed by CareSpark.

**3. Confidential Information**

Confidential Information refers collectively to Creations and to Confidential Business Information. Confidential Information does not include Protected Health Information.

For purposes of this Agreement, the parties hereby acknowledge that any and all information, in any form, including letters, memoranda, electronic mail, etc., shall be treated as Confidential Information.

**B. CONFIDENTIALITY OF BUSINESS INFORMATION.**

Purchaser acknowledges that in the course of the performance of this Agreement, it may have access to CareSpark's Creations, and CareSpark acknowledges that in the course of the performance of this Agreement, it may have access to Purchaser's Confidential Business Information. Each party agrees to receive and maintain all Confidential Information of the other party in strictest confidence using at least the same degree of care it takes in protecting its own Confidential Information, but always at least a reasonable degree of care. For a period of five (5) years following termination of this Agreement, and except as expressly provided herein or as may be required by law or legal process, each party agrees it will not use the Confidential Information of the other party for its own benefit or disclose it to third parties without the written consent of the disclosing party. Without limiting the generality of the foregoing, each party agrees not to disclose the terms and conditions of this Agreement to any third parties, except as may be required by law or legal process. Other provisions of this Agreement notwithstanding, the receiving party may disclose to the appropriate authorities Confidential Information of the other party that, in the opinion of the receiving party's legal counsel, is required to be disclosed or produced by applicable law or order of a court of competent jurisdiction provided that, in either case, the receiving party promptly notifies the disclosing party of its obligation to make such disclosure and reasonably cooperates with the disclosing party to ensure confidential treatment of the Confidential Information so produced or disclosed.

CareSpark warrants to Purchaser that each CareSpark employee, included in providing Services has entered into a written agreement with CareSpark containing legally binding obligations at least sufficient to permit CareSpark to fulfill its obligations to Purchaser under this Agreement and has counseled said employee concerning the obligations of CareSpark and the employee under this Confidential Information requirement.

**C. PROPRIETARY RIGHTS.**

CareSpark shall retain ownership of and all other rights and interests with respect to its Creations (including, without limitation, the ideas and concepts embodied therein, modifications, alterations and enhancements thereto) and Purchaser shall retain ownership of and all other rights and interests with respect to its Confidential Business Information (including, without limitation, the ideas and concepts embodied therein, modifications, alterations and enhancements thereto), and nothing herein shall be construed as granting to the other party any ownership, license or any other rights of any nature with respect thereto. In furtherance of the foregoing, Purchaser shall not create or attempt to create by reverse engineering or otherwise any Creations of CareSpark. Notwithstanding the proprietary rights of CareSpark with respect to its Creations, Purchaser shall continue to own and have proprietary rights to all data and information, including Confidential Information provided by Purchaser (or its agents) to CareSpark for purposes of the CareSpark Services.

**D. Trademarks And Trade Names.**

*1. Reservation of Rights*

Each party to this Agreement reserves the right to control its names and all symbols, trademarks and service marks presently existing or hereafter established with respect to it. Neither party will use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise, without the prior written consent of the other party. Each party will cease any permitted usage with respect to the other immediately following the termination of this Agreement.

*2. Approvals*

Each party shall give the other the opportunity to review and approve any press releases, advertisements, solicitations or other materials describing or referring to the other or the subject matter of this Agreement, and neither party shall make any statements or representations to any Covered Persons or providers that are inconsistent with the terms of this Agreement.

*3. Equitable Relief*

Without prejudice to the rights and remedies otherwise available to party, each party shall be entitled to seek equitable relief by way of injunction or otherwise if the other party breaches or threatens to breach any of the provisions of this Article.

4. *Allowable Use - Announcement.*

Notwithstanding anything contained herein to the contrary in this Section VII.D.4, each party shall be allowed to use the other's name and logo in any and all media (including print, audio, visual and electronic formats) to announce the relationship established in this Agreement, but not the terms and conditions hereof, as well as relevant facts of the other party as may be relevant to the relationship but which facts are not Confidential Information. Such use shall not portray either party in a negative or derogatory manner.

5. *Allowable Use - Website*

Notwithstanding anything contained herein to the contrary in this Section VII.D.5, each party shall be allowed to use the other's name and logo in electronic format on that party's web site to indicate that the parties have established the relationship contained in this Agreement, but not the terms and conditions hereof, as well as relevant facts of the other party as may be relevant to the relationship but which facts are not Confidential Information. Such use shall not portray either party in a negative or derogatory manner.

E. **Limited Data Sets and De-Identified Data**

To the extent permitted, and as otherwise limited by, 45 CFR § 164.514(b) and 45 C.F.R. § 164.514(d), Purchaser grants to CareSpark the right to use and disclose Protected Health Information provided to CareSpark and/or ActiveHealth under this Agreement to create de-identified and/or limited data sets.

Notwithstanding anything in this Article VII, Confidential Information shall exclude all Public Records as defined by law and shall instead mean all non-public information and data relating to CareSpark's Intellectual Property and the Intellectual Property Rights.

## VIII. **Miscellaneous**

A. **Applicability of HIPAA.**

The parties agree and acknowledge that Purchaser is not a Covered Entity as defined by HIPAA but that Purchaser's Service Provider(s) is a Covered Entity and is the entity that will be providing data on Covered Persons to CareSpark. CareSpark agrees to negotiate in good faith with Purchaser's Service Provider(s) to arrange for the feeds and negotiate an appropriate Business Associate Agreement with Purchaser's Service Provider(s). CareSpark agrees that it will implement and maintain reasonable physical, administrative and technical safeguards as required by HIPAA of Covered Entities with regard to any and all Protected Health Information obtained under or pursuant to the Agreement regarding Covered Persons. Further, CareSpark agrees to require its sub-business associates to agree to at least the same level of security during provision of services covered by this Agreement.

B. **Responsibility.**

This Agreement shall not be deemed to impose any responsibility on CareSpark and/or ActiveHealth of any kind to any person, firm, corporation or entity, other than to Purchaser for the CareEngine® Services. Neither CareSpark nor ActiveHealth has any responsibility under this Agreement to pay any covered medical claim of any person in connection with which the CareEngine® Services are provided.

C. **Notices.**

All notices, offers, acceptances, requests, and other communications under or in connection with this Agreement shall be in writing and may be delivered personally or sent by mail, courier, fax, or other written means of communication as follows:

For notices to CareSpark:

Liesa Jenkins, Executive Director  
CareSpark, Inc.

112 West Main St.  
P.O. Box 657  
Kingsport, TN 37662

With a copy to: Randall E. Sermons, Attorney at Law  
130 East Market St.  
Johnson City, TN 37604

If to Purchaser: Risk Manager  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

With a copy to: City Attorney  
City of Kingsport  
225 West Center St.  
Kingsport, TN 37660

or at such other addresses and fax numbers as any party to this Agreement shall designate in writing to the other parties from time to time. Notice will be deemed to have been given at the time of actual receipt, as shown by reasonable evidence thereof.

**D. Organization Contact.**

Purchaser's contact person for all matters relative to Services and mobilization under this Agreement shall be the Risk Manager for the City of Kingsport.

**E. Independent Contractors.**

It is mutually understood and agreed to by the parties hereto that, in performing services and obligations under this Agreement, CareSpark is at all times performing such services and obligations as an independent contractor and not as a joint venture, partnership or other business relationship between CareSpark and Purchaser. CareSpark personnel shall not be considered employees or agents of Purchaser nor shall such persons be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to Purchaser's employees. CareSpark shall have the right to control the manner in which it performs the services and obligations under this Agreement and Purchaser will compensate CareSpark for such services and obligations pursuant to the terms of this Agreement. CareSpark be exclusively responsible for compensating CareSpark personnel and paying all taxes, withholding payments and any other fees or payments related to CareSpark personnel. Nothing in this Agreement shall be construed as making CareSpark Purchaser's agent for any purpose and CareSpark shall not have the authority to enter into contracts or obligations on behalf of Purchaser or to bind Purchaser in any manner.

**F. Personal Information.**

Each Party respects the privacy of covered persons' personal information and represents that any personal information collected or received in the course of performance of this Agreement will be handled in compliance with all applicable data privacy laws and regulations.

**G. Waiver.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**H. Assignment.**

Neither party shall sell, assign, or otherwise transfer any of its rights under this Agreement to any other person, organization, corporation, association or consortium (whether legally or contractually created) without the other party's prior written consent, which consent will not be



unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section shall be void and without effect. Subject to the foregoing, the provisions of this Agreement and the obligations arising hereunder shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives.

**I. Force Majeure.**

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authority, riots or civil disobedience, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, equipment, supplies or utilities, vandalism, strikes or other work interruptions beyond the reasonable control of any party. However, the parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances. Nothing in this Section shall excuse any obligations for payment of money owed hereunder for CareEngine® Services actually provided.

**J. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

**K. Captions.**

The captions and headings throughout this Agreement are for convenience and reference only, and they shall not define, limit, modify, or add to the interpretation or meaning of any provisions of this Agreement or in any way affect the scope, intent, or effect of this Agreement.

**L. Additional Documents.**

The parties hereto shall execute and deliver any and all additional documents, certifications, or other instruments and perform any and all additional actions as shall be necessary to give full effect to and complete the purpose and intent of this Agreement.

**M. Facsimile.**

This Agreement may be executed and delivered by exchange of facsimile copies showing the signatures of the parties, and those signatures need not be affixed to the same copy. The facsimile copies showing the signatures of the parties will constitute originally signed copies of the same Agreement requiring no further execution.

**N. Severability.**

If a final judicial determination is made by a court having jurisdiction that any condition, covenant, or provision contained in this Agreement is unenforceable, either in itself or as to any particular party, the terms of such condition, covenant, or provision shall not be rendered void but shall be deemed amended to apply to such extent as such court may judicially determine or indicate to be reasonable so as to be enforceable. If such condition, covenant, or provision cannot be amended so as to make it enforceable, such determination shall not affect the enforceability of any of the other terms contained in this Agreement. The provisions of this paragraph shall in no respect limit or otherwise affect the obligations of either party under any subsequent agreements to which the parties may agree.

**O. Entire Agreement; Amendment.**

This Agreement is an integrated contract, contains the entire, complete, and exclusive agreement of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior negotiations or agreements regarding its subject matter. No representations, inducements, statements of fact or opinion, communications, proposals, understandings, promises, or agreements, oral or otherwise, prior or contemporaneous, between the parties and not embodied herein shall be of any force or effect. The only obligations of the parties hereto in connection with this Agreement shall be as expressly set forth herein and neither party makes any other representations or warranties, express or implied. This Agreement may not be supplemented, modified or amended

unless in writing negotiated and signed by both CareSpark and Purchaser.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

**CareSpark, Inc.**

By: \_\_\_\_\_  
Name: Liesa Jenkins  
Title: Executive Director

**City of Kingsport**

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT A

### CAREENGINE® SYSTEM SERVICES

I. CAREENGINE® SYSTEM SERVICES. The CareEngine® Services consist of the Clinical Quality Monitoring Programs described below.

#### A. Clinical Quality Monitoring Program.

1. Purchaser and certain third parties, including those responsible for administering portions of the Health Benefits Plan such as pharmacy benefit managers, laboratory vendors and behavioral health carve-out vendors, shall provide to Active Health certain medical, pharmaceutical, clinical laboratory and utilization review data (the “**Program Data**”). Data format, specifications and frequency of data exchange shall be defined in the implementation project plan to be agreed to by the parties.

2. CareSpark and/or Active Health shall integrate the Program Data. Data integration includes the following: (a) data normalization (the linking of patient information in data sets from multiple sources to create the necessary inputs to the CareEngine® System); and (b) other data services (mapping, scrubbing, and creating the input files for the CareEngine® System).

3. After the Program Data is integrated and stored on a patient-specific basis in CareSpark’s and/or Active Health’s unique data repository (ActiveHealth’s data repository is known as the DataVault™), Active Health shall review the Program Data using its proprietary methods, software and systems. The initial review of such records shall be performed periodically, as data becomes available, using Active Health proprietary software called the CareEngine® System, a multi-dimensional analytical software tool developed around broad categories of diseases and treatments, which Active Health calls matrices. The initial review is conducted to identify patients (“**Identified Patients**”) who may benefit from diagnostic and/or therapeutic options derived from reviewing the Program Data (“**Medical Care Considerations**”).

4. Active Health’s clinical group, which consists of a team of board-certified generalist and specialist physicians, and licensed nurses, reviews the output of the CareEngine® System on a periodic and sampled basis to ensure its consistency with Active Health’s clinical protocol and to ensure that the CareEngine® System is performing properly.

5. During Phase I, Active Health shall begin providing Clinical Messaging Services (as hereinafter described) in respect of Identified Patients. Clinical Messaging Services are comprised of the following: Medical Care Considerations shall be posted to a database, known as the Active Health Portal. An Active Health clinician will access the data and directly communicate the Medical Care Considerations to the treating physician or other provider treating the Identified Patient. Such communication may be by telephone, letter, fax or such other form of communication as may be appropriate under the circumstances.

6. Active Health shall provide Member Messaging Services (as hereinafter described) in respect of Identified Patients. Member Messaging Services consist of the same processes and procedures as Clinical Messaging Services, except that the Medical Care Considerations are directly communicated via letter to the Identified Patient, in addition to his or her treating physician or other provider. Member Messaging Services shall be provided only if and to the extent that Purchaser satisfies or causes to be satisfied the following two conditions: (i) receipt by Active Health of requisite member file information and (ii) approval of such services by any relevant state regulatory authorities.

7. The Clinical Messaging Services and Member Messaging Services are limited to the communication of Medical Care Considerations for review and evaluation by the recipient, and follow-up activities regarding such communications. In conducting Clinical Messaging and Member Messaging

activities, Active Health's clinicians are not permitted to give advice or recommendations about patient treatment or to engage in any discussions or other activities constituting a clinical consultation.

8. CareSpark shall consult periodically with a Purchaser designee to review the aspects of the provision of the CareEngine® Services, including timing and form.

9. CareSpark and/or Active Health will provide quarterly performance reports to Purchaser, in a form to be mutually agreed to by CareSpark and Purchaser.

## **EXHIBIT B**

### **CLINICAL PERFORMANCE MEASURES SERVICES**

#### **Clinical Performance Measures**

ActiveHealth Clinical Performance Measures provides data regarding both physician and member alignment with CareConsiderations. It consists of two basic measures:

1. The population based Clinical Performance Measures is a quantitative assessment of evidence based health care processes and outcomes for which a health care organization may be accountable.<sup>1</sup> This is a population measurement tool and does not target individual members. The population performance measurement value is the percentage of the population that has claims evidence of compliance with the specified measure.
2. The physician based Clinical Performance Measures is an in-depth analysis of provider networks, selection and management of tiered/concentric networks. The physician performance value is the number of times the doctor met the guideline against the total opportunities he/she had to meet the criteria and compare those numbers against the population results for the same condition groups.

An initial performance measurement set will provide a baseline benchmark for the population and identify areas for improvement. Subsequent measurements will allow for an evaluation to determine the impact of quality improvement efforts. In order to be able to compare the measurement sets for a given population and against other populations, the measurement definitions must remain the same during the measurement year.

The selection of a performance measure is based upon the following attributes:

1. Clinical relevance – health importance
2. Potential for improvement
3. Evidenced based literature supporting the measure
4. Feasibility – data required for the measure should be available in the claims data

The frequency of the measurement shall be quarterly. Some measures are time sensitive may be run less frequently (e.g., Influenza performance measure will be conducted yearly).

#### **Clinical Performance Measurement Sets**

ActiveHealth currently has 7 performance measurement sets (conditions). These conditions are covered by 23 Clinical Performance Measures:

Conditions:

1. Heart Failure
2. Coronary Heart Disease
3. Atrial Fibrillation
4. Adult Diabetes
5. Asthma
6. Preventive Care and Screening
7. Kidney Disease

#### **Reporting and Results**

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<sup>1</sup> For purposes of this Exhibit, “health care organization” shall mean any validly licensed provider of healthcare services which provides or administers health care or treatment to a Covered Person.

ActiveHealth's Clinical Performance Measure process involves the CareEngine System essentially taking the total population data through a series of sequential steps during which members are progressively "eliminated" from consideration, eventually arriving at a total number of members who are "appropriate candidates" for the intervention.

Each ActiveHealth Clinical Performance Measurement value reflects the percentage of the population that has claims evidence of compliance with the specified measure.

The following is reported for each of the measures:

1. Rationale for the measure
2. Specific clinical recommendations
3. References
4. ActiveHealth Prevalence definition
5. ActiveHealth Denominator definition
6. ActiveHealth Denominator Exclusion list (if present)
7. ActiveHealth Numerator definition
8. Performance Measurement definition
9. Total population of members in the data run
10. Total number of members with the measured condition based on claims data
11. Total number of members who satisfy the ActiveHealth Denominator
12. Total number of members who satisfy the ActiveHealth Numerator
13. The Performance Measurement Percentage

## ADDEDNDUM TO THE AGREEMENT

Addendum to the Administrative Services Agreement made by and among United HealthCare Plan of the River Valley, Inc. and United Healthcare Services Company of the River Valley, Inc. (collectively, "UnitedHealthcare"), the Contract holder shown below.

Contract holder: City of Kingsport, which is hereafter called "Agreement".

Effective Date of Amendment: 1/1/09

In this Addendum, 'Our, Us, 'We' and UHC' mean United HealthCare Plan of the River Valley, Inc. and United Healthcare Services Company of the River Valley, Inc. (collectively, "UnitedHealthcare").

In this Addendum, 'You and Your' mean City of Kingsport.

The Agreement is amended on the date shown above to include the following terms and conditions:

This Addendum is entered into by and among You and Us. These parties acknowledge and agree as follows:

WHEREAS, CareSpark, Inc., is a Tennessee non profit corporation that has established or operates a regional health information organization ("RHIO") for the purpose of establishing, configuring and operating an electronic community health record system for the employees, retirees if applicable, and their dependents (hereafter "enrollees") enrolled for health care coverage from the medical benefits plan sponsored by You (the "Plan"), to disclose certain information to health care providers for the purpose of providing care to such individuals, to improve medical treatment for enrollees and improve health plan operations for the Plan; and for such other purposes as set forth in this Agreement; and

WHEREAS We have entered into an agreement with CareSpark that sets forth the terms and conditions under which We will supply to CareSpark for the RHIO data in our possession concerning enrollees, should you choose to supply that information for the benefit of your enrollees ("Information") and

WHEREAS, You are authorized to, and decided to, direct Us to supply information concerning enrollees in the Plan, as described below, to CareSpark; and

WHEREAS, UHC is willing to release the requested information, at Your direction, to Vendor on the conditions outlined below;

THEREFORE, in consideration of the mutual promises contained herein, and as a condition of Our disclosure of information, You and UHC agree as follows:

1. At Your request, to the extent permitted by applicable law, We will release to CareSpark

the information described in its Master Data Sharing Agreement and related documents but derived from the health care transactions pertaining to enrollees in the Plan. The Information shall include, in addition to existing records, (i) records which are added to Our database during the Term of this Addendum but after the Effective Date, and (ii) records in Our database which are updated to reflect more recent or additional information after the effective date of this Addendum. We will commence transmission of such information on the earlier of the July 1 or the January 1 immediately following the effective date of this Addendum. UHC represents that the format in which we release Information to you does not infringe upon the intellectual property rights of any third parties. You and UHC further agree that no additional services, other than those described herein, will be managed under this Addendum.

2. Prior to releasing the Information, UHC may validate that You are current with all payments for fees charged by Us in conjunction with the Plan. UHC may choose not to authorize production and distribution of the Information until all such payments are current and other applicable requirements are met, consistent with our policies and procedures.
3. Any fees or costs incurred by us for transmission of this data at your request currently are covered by our existing agreement with you. We are not responsible to pay any fees that may be charged by CareSpark. You and/or the Plan are solely responsible to pay such fees to CareSpark.
4. We will supply the data and refresh it with regular transmissions under the terms and conditions more specifically set forth in our Data Sharing and Non Disclosure Agreement with CareSpark. For purposes of your planning, we will supply a monthly transmission in an appropriately secure format. Each transmission will contain information on the current calendar year plus the two preceding calendar years. CareSpark and its subcontractors have agreed to hold our proprietary information confidential, and to hold securely and handle as required by the Health Insurance Portability and Accountability Act all Protected Health Information. CareSpark has executed a Business Associate Agreement with Us. You may review a copy of the Data Sharing and Non Disclosure Agreement upon request.
5. You understand and agree that should you decide to cease supplying data concerning your enrollees to CareSpark, you must provide us 30 days written notice of that fact, and transmissions of data concerning your enrollees will cease on the earlier of January 1 or July 1 immediately following the expiration of the 30 days notice period.
6. We may suspend Our services under this Addendum if CareSpark materially breaches our Data Sharing and Non Disclosure Agreement with it. We will notify you if this occurs.
7. All obligations undertaken herein to safeguard the confidentiality of the Information shall survive the expiration or termination of this Addendum, and shall comply with all state and federal laws
8. You understand and agree that once supplied to CareSpark, physicians, hospitals and other health care providers will have access to that data through the hardware and



software configures by CareSpark for the RHIO services. You further understand that you will not have access to the Information, we supply to CareSpark including, but not limited to, any Protected Health Information, unless you enter into a Master Data Sharing Agreement with CareSpark, and you further understand that UHC shall only release the Information directly to the CareSpark or its Subcontractor(s), as described herein, and not to You.

9. You, acting as the Plan Administrator, acknowledge that any Information accessed by used in the CareSpark Affinity Network is used at your direction and with your consent for the purpose of improving health plan operations of the Plan.
10. You certify that You have reviewed CareSpark's qualifications, have consulted with your own counsel on this matter, and have undertaken the steps necessary to comply with HIPAA, up to and including entering into a Business Associate Agreement directly with CareSpark, in accordance with Your obligations as a Covered Entity under HIPAA, as advised by your counsel.

This Addendum will not affect any of the terms, provisions or conditions of the Agreement except as stated above.

*[The remainder of this page is intentionally left blank. Signature page to follow.]*

United Healthcare Plan of the River Valley, City of Kingsport  
Inc.,  
10 Cadillac Drive Suite 200, Brentwood TN  
37027

By: _____	By: _____
Authorized Signature	Authorized Signature
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date: _____	Date: _____



## AGENDA ACTION FORM

### Consideration of a Resolution for an Amendment to the Fee Resolution

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-114-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: Keith Smith  
 Presentation By: Demming/McReynolds

### Recommendation:

Consider adoption of resolution amending the fee resolution.

### Executive Summary:

The Fee Resolution is being amended to allow property owner's desiring to pay their sewer tap fees in installments the ability to pay off the obligation at any point during the term of the agreement by paying the unpaid principal portion of the tap fee and accrued interest to date as opposed to paying the remaining agreed upon number installments without any benefit or reduction in the total amount due as a result of an early pay off. Also the amendment will provide a customer desiring to pay an extra payment or increase the payment amount in order to reduce the cost of payments over time the ability to make accelerated payments. The proposed changes will eliminate other potential customer service and billing issues associated with the current fee resolution. The fee resolution as amended will be more compatible with established billing and recording procedures necessary to document the property owner's election to pay for the tap fee over time and secure the City's interest in the accounts receivable.

### Attachments:

1. Resolution

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**RESOLUTION  
FOR  
AF-114-2009  
WILL BE  
PLACED  
AT THE  
BMA TABLE  
ON  
MONDAY,  
APRIL 20, 2009**



## AGENDA ACTION FORM

### Consideration of Appointment to the Electrical Board of Examiners

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Agenda Form No.: AF-103-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work: Michael Freeman  
 Presentation: Mayor Dennis Phillips

### Recommendation:

Approve the appointment of Doug Gilliam to the Electrical Board of Examiners.

### Executive Summary:

Mr. Doug Gilliam's appointment is effective on April 30, 2009 and his term will expire April 30, 2014. Mr. Gilliam will fill the seat occupied by the late Mr. John Rasnick. Mr. Rasnick has served on this board since 2002. Mr. Gilliam has agreed to serve if appointed by the Board of Mayor and Alderman.

### Attachments:

1. Bio – Doug Gilliam

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

## Electrical Board of Examiners

### Bio:

**Doug Gilliam:** Mr. Gilliam has been the owner/operator of G & G Electric for 14 years. He holds an electrical license for the City of Kingsport, City of Johnson City, and the State of Tennessee.

Doug C. Gilliam  
644 Mill Creek Road  
Kingsport, TN 37664  
423-534-1359



## AGENDA ACTION FORM

### Consideration of a Budget Ordinance Amending the FY 08/09 Emergency Shelter Grant Budget with the Greater Kingsport Alliance for Development (GKAD)

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Agenda Form No.: AF-91-2009

Work Session: April 6, 2009

First Reading/(Business Matters Held):  
 April 7, 2009

Final Adoption: April 21, 2009

Staff Work: Mark Haga

Presentation: Judy Smith

### Recommendation:

- Approve the Budget Ordinance

### Executive Summary:

In the course of preparing budget ordinances and subrecipient agreements for the Emergency Shelter Grant received through the Tennessee Housing Development Agency, staff miscalculated the total amount of grant award which, in turn, affected the amount staff proposed for pass-through funding. (The exact total grant award is not known until the grant contract is received from THDA, which occurred after the budget ordinance and agreements were approved.) Attached is a Resolution amending the agreement between the City and GKAD by adjusting their grant award from \$29,657 to \$33,481, and a budget ordinance increasing the total grant award from THDA to the City to a total of \$80,305.00

### Attachments:

1. Resolution
2. Budget Ordinance

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



## AGENDA ACTION FORM

### Consideration of a Budget Ordinance Establishing a Project Relating to the American Recovery and Reinvestment Act (ARRA) of 2009 Transportation Improvement Projects

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-99-2009  
 Work Session: April 6, 2009  
 First Reading/(Business Matters Held):  
 April 7, 2009

Final Adoption: April 21, 2009  
 Staff Work By: Judy Smith, Chris Campbell  
 Presentation By: Bill Albright

### Recommendation:

Approve ordinance.

### Executive Summary:

The BMA approved at its meeting on March 24<sup>th</sup> a list of transportation improvement projects relating to the American Recovery and Reinvestment Act (ARRA) of 2009. The ARRA provides 100% Federal funding for projects and does not require a local match. Because the ARRA is a reimbursement program, a project account needs to be created from which invoices and related work can be paid. This ordinance will establish a project budget for the contracts received from the Tennessee Department of Transportation in the amount of \$2,298,200.

This resolution will amend the resolutions that were approved on March 24<sup>th</sup>. The TDOT contracts totaled \$2,298,200. The approved resolutions totaled \$2,166,195.

### Attachments:

1. Budget Ordinance
2. Kingsport MPO Sub-Allocated Project List
- ~~3. Resolution~~
4. AF-82-2009 and Resolution
5. AF-83-2009 and Resolution
6. AF-84-2009 and Resolution

Funding source appropriate and funds are available: Yes

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—





## AGENDA ACTION FORM

### Consideration of an Ordinance to Amend the Schools General Project Fund Budget.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Agenda Form No.: AF-94-2009  
 Work Session: April 6, 2009  
 First Reading: April 7, 2009

Final Adoption: April 21, 2009  
 Staff Work: David Frye  
 Presentation: David Frye

### Recommendation:

Approve an Ordinance amending the General Project Fund Budget.

### Executive Summary:

On April 16, 2009, the Board of Education approved Budget Amendment Number Five. This amendment transfers estimated revenues and appropriations for various projects within the General Project Fund in order to fund the Dobyys-Bennett Parking Lot project. Project funding will need to be established in the amount of \$695,000. This is made up of the base bid of \$559,757, contingency (6%) in the amount of \$33,585, engineering fees (14%) in the amount of \$78,086, lighting/security in the amount of \$20,000, and miscellaneous expenses in the amount of \$3,572. The Board of Mayor and Aldermen will be asked to consider the approval of the bid at its' April 22, 2009, meeting. Please see the attached Kingsport City Schools – Budget Amendment Number Five for more detail.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



## AGENDA ACTION FORM

### Consideration of Approval of Offers for Right-of-Ways and Easements for the Industrial Park South Roadway Project

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-107-2009  
 Work Session: April 20, 2009  
 First Reading: April 21, 2009

Final Adoption: April 21, 2009  
 Staff Work By: R. Trent, G. Dault  
 Presentation By: R. McReynolds

**Recommendation:** Approve the offers.

### **Executive Summary:**

In order to construct the new Industrial Park South Roadway, the Public Works Department has requested right-of-ways and easements for drainage across affected properties for the Industrial Park South Roadway Project. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

This project is funded under #GP0816.

### **Attachments:**

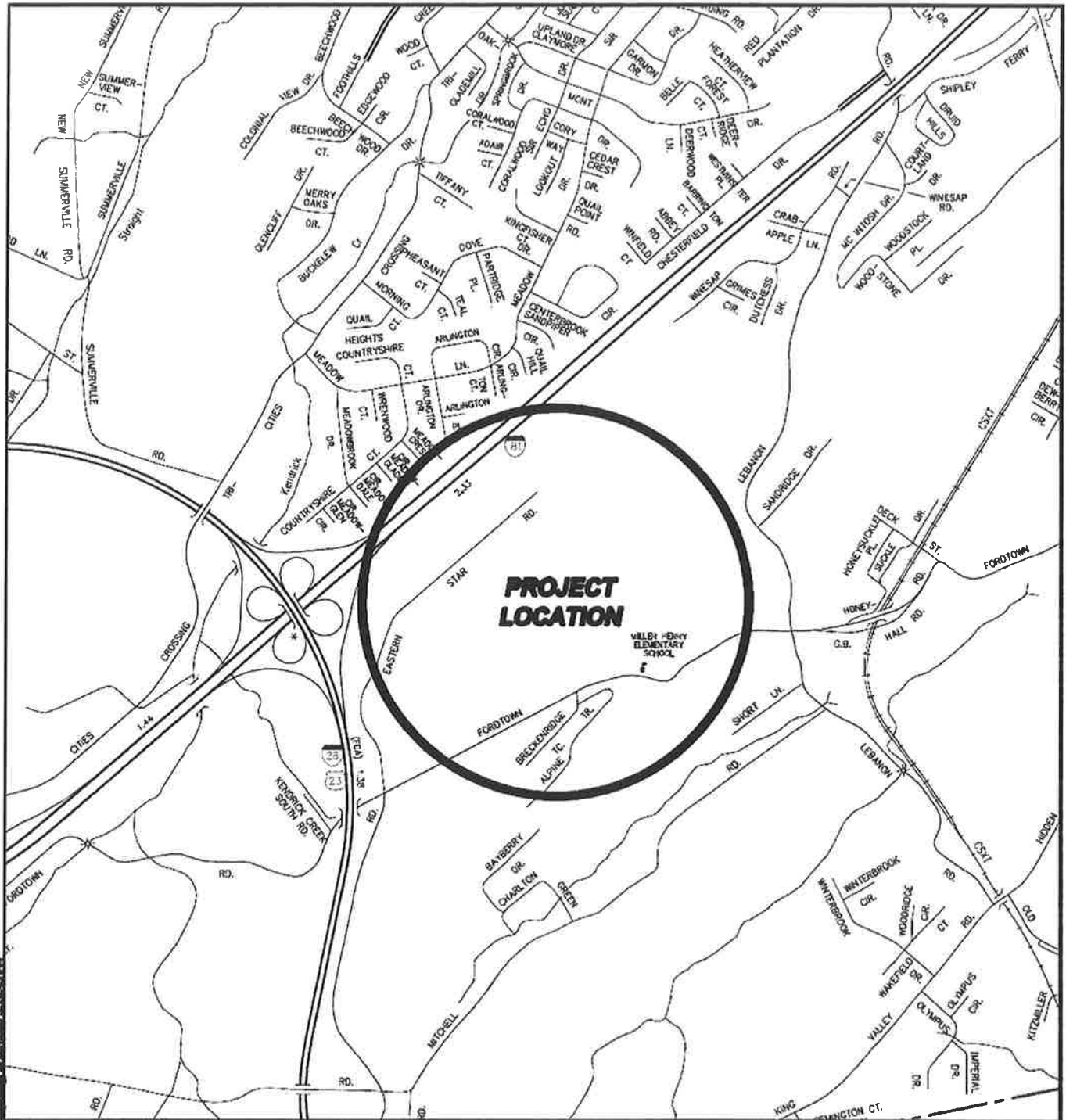
1. Industrial Park South Roadway Project Offers
2. Location Map

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**Industrial Park South Roadway Project Offers**

<u>Tax Map &amp; Parcel</u>	<u>Property Owner</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
106; 025.20	TVS Properties 4000 West Englewood Blvd. Johnson City, TN 37601	Perm. 1,281 sq. ft.	\$300.00
106; 026.49	The Westmoreland Co., Inc. 200 Randolph Ave., Ste. 200 Huntsville, AL 35801	Perm. 806 sq. ft.	\$180.00
106; 026.51	A & M Express, Inc. 840 Eastern Star Road Kingsport, TN 37663	Perm. 4,412 sq. ft.	\$980.00
120; 003.00	William P. Bailey, Jr. 1314 Woodland Avenue Johnson City, TN 37601	Perm. 3938 sq. ft.	\$550.00
120; 003.60	William P. Bailey, Jr. 1314 Woodland Avenue Johnson City, TN 37601	Perm. 1001 sq. ft.	\$240.00



ALL BEARINGS KNOWN  
(KINGSFORD GEODETIC  
REFERENCE NETWORK)



# INDUSTRIAL PARK SOUTH ROADWAY CONSTRUCTION

MARCH 18, 2009

NO SCALE